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FILED
Superior Court of California
County of Sacramento
05/15/2026
V. Aleman, Deputy

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SACRAMENTO**

11 BRITTNEY RAND, individually, and on
12 behalf of herself and others similarly
13 situated, and as Representatives of the
14 California Labor and Workforce
Development Agency,

Plaintiff,

15 v.

16 PRO'S CHOICE BEAUTY CARE, INC.; and
17 DOES 1 THROUGH 100, inclusive,
18 Defendants.

Case No.: 34-2021-00294988-CU-OE-GDS

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 1, 2026

Time: 9:00 AM

Dept: 8B

Judge: Hon. Lauri A. Damrell

Action filed: February 22, 2021

1 Having considered Plaintiff Brittney Rand's ("Plaintiff") Motion for Preliminary
2 Approval of Class Action Settlement, the Declarations of A. John Godoy and Brittney Rand in
3 support of the Motion, the Class Action and PAGA Settlement Agreement, and the Notice of
4 Proposed Class Action and PAGA Settlement ("Class Notice") and any other documents
5 submitted in support of the Motion, the Court order as follows:

6 **IT IS HEREBY ORDERED THAT:**

7 1. This Order incorporates by reference the definitions in the Settlement Agreement
8 as though fully set forth herein, and all terms defined therein shall have the same meaning as set
9 forth in the Settlement Agreement.

10 2. The Court has jurisdiction over the claims of the Class Members asserted in this
11 proceeding, personal jurisdiction over Plaintiff and Defendant and the Class Members as defined
12 in the Settlement Agreement, and subject matter jurisdiction to approve the Settlement
13 Agreement.

14 3. For settlement purposes only, the Court conditionally certifies the following
15 Settlement Class: all current and former non-exempt hourly employees of Defendant who worked
16 in the State of California as a merchandiser or jobs with similar titles from February 22, 2017
17 through the date of preliminary approval of the settlement.

18 4. For settlement purposes only, the Court conditionally certifies the following
19 Aggrieved Employees: all current and former non-exempt hourly employees of Defendant who
20 worked in the State of California as a merchandiser or jobs with similar titles from December 20,
21 2019 through the date of preliminary approval of the settlement.

22 5. The Court preliminary appoints the named Plaintiff, Brittney Rand, as the Class
23 Representative, and A. John Godoy of Clayco C. Arnold, PC as Class Counsel.

24 6. The court hereby preliminarily approves the proposed Settlement upon the terms
25 and conditions set forth in the Settlement Agreement. The Court finds that on a preliminary
26 basis, the settlement appears to be within the range of reasonableness of a settlement that could
27 ultimately be given final approval by the Court. It appears to the Court on a preliminary basis
28 that the Gross Settlement Amount is fair, adequate, and reasonable for all potential Class

1 Members when balanced against the probable outcome of further litigation relating to liability and
2 damages. It appears to the Court that the Settlement at this time will avoid substantial additional
3 costs by all parties, as well as avoiding the delay and risks that further prosecution of the Action
4 would present. It appears that the Settlement has been reached as the result of an intensive, non-
5 collusive, arms-length negotiation using an experienced mediator.

6 7. The Court approves, as to form and content, the proposed Class Notice attached
7 and incorporated to this order as Exhibit A.

8 8. The Court directs the mailing of the Class Notice by first-class mail to the Class
9 Members pursuant to the terms of the Settlement Agreement. The Court finds that disseminating
10 the Class Notice complies with the requirements of due process of law and appears to be the best
11 notice practicable under the circumstances.

12 9. The Court preliminarily approves the definition and disposition of the Gross
13 Settlement Amount of \$465,000, which is inclusive of the payment of attorneys' fees not to
14 exceed \$155,000, costs not to exceed \$12,000, a Service Award not to exceed \$10,000 to the
15 named Plaintiff and Class Representative, a PAGA Payment of \$15,000 of which 75% (\$11,250)
16 will be paid to the California Labor and Workforce Development Agency and 25% (\$3,750) will
17 be paid to the Aggrieved Employees, and Settlement Administration Costs not to exceed \$10,000.
18 Defendant's share of payroll taxes on the portion of the Individual Settlement Amounts to
19 Participating Class Members that are allocated as wages subject to withholding shall be paid from
20 the Gross Settlement Amount.

21 10. The Court confirms ILYM Group, Inc. as the Settlement Administrator. The
22 Settlement Administrator shall prepare and submit to Class Counsel and Defendant's Counsel a
23 declaration attesting to the completion of the notice process as set forth in the Settlement
24 Agreement, including an explanation of efforts to resend any Class Notice returned as
25 undeliverable and the total number of opt-outs and objections received before and after the
26 deadline.

27 11. The Court directs Defendant to work diligently and in good faith too compile from
28 its records and provide the Settlement Administrator with the Class Data, as defined in the

1 Settlement Agreement, for Settlement Class Members, in a format to be provided by the
2 Settlement Administrator, which will consist of the following information: (1) the Class
3 Members' names, (2) the Class Members' last known addresses; (3) the number of workweeks
4 worked by the Class Members as non-exempt employees of Defendant during the Class Period;
5 (4) the number of pay periods worked by each Aggrieved Employee during the PAGA Period.
6 Defendant shall provide the Class Data to the Settlement Administrator within 30 days after entry
7 of the Preliminary Approval Order.

8 12. The Settlement Administrator shall use the U.S. Postal Service National Change of
9 Address database to check for updated address for Class Members and shall then mail, via first
10 class U.S. mail, the Class Notice to the Settlement Class Members as approved in paragraph 6
11 herein.

12 13. The deadline by which Class Members may dispute the number of Workweeks
13 Worked, opt-out, or object shall be 45 calendar days for the date of mailing the Class Notice.
14 Any Class Member who wishes to be excluded from the Settlement must mail, fax, or email his or
15 her written Request for Exclusion in accordance with the Class Notice in a timely manner.
16 Requests for Exclusion must include the full name, address, telephone number, and signature of
17 the Class Member requesting exclusion. All such persons who properly and timely exclude
18 themselves from the Settlement shall not be Settlement Class Members and shall have no rights to
19 participate in the Settlement, except that Aggrieved Employees will still release their Released
20 PAGA Claims regardless of whether they opt out of the Settlement and will receive a PAGA
21 Member payment. Class Members that opt out of the Settlement shall also have no standing to
22 object to the proposed Settlement.

23 14. The deadline for filing objections to any of the terms of the Settlement shall be 45
24 days from the date of mailing of the Class Notice. Any Class Member who wishes to object to
25 the Settlement must mail timely written objection signed by the Class Member to the Settlement
26 Administrator, who will e-mail a copy of the objection to the Class Counsel and the Defendant's
27 Counsel. Class Counsel will submit a copy of the objection to the Court. Any such objection
28 shall include the case name and number, the Class Member's name, current address, telephone

1 number, and dates of employment with Defendant, and set forth in clear and concise terms a
2 statement of the reasons why the objection believes that the Court should find that the Settlement
3 is not in the best interests of the Class Members and the reasons why the Settlement should not be
4 approved, including legal and factual arguments supporting the objection.

5 15. Any Settlement Class Member who does not submit a timely and valid Request for
6 Exclusion will be deemed a Participating Class Member and will be entitled to receive an
7 Individual Settlement Amount based upon the allocation formula described in the Settlement
8 Agreement. However, Settlement Class Members may not object to or opt-out of the Settlement
9 with respect to the Release of the PAGA Claims and Settlement Class Members who opt out of
10 the Release of Class Claims will still be paid their allocation of the PAGA Payment and will be
11 bound by the Release of PAGA Claims regardless of whether they submit a timely and valid
12 Request for exclusion from the Release of Class Claims.

13 16. The Court approves the handling of unclaimed funds set forth in the Settlement
14 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
15 result of a Participating Class Member's failure to timely cash a settlement check shall be handled
16 by the Settlement Administrator and be deposited with the Controller of the State of California or
17 its designee, as set forth in the Settlement Agreement.

18 17. A final approval hearing shall be heard in this court on October 30, 2026 at 9:00
19 AM to determine whether the proposed settlement is fair, reasonable, and adequate and should be
20 finally approved by the Court, the amount of attorneys' fees and costs to award to Class Counsel,
21 and the amount of service awards to the Class Representative. The Court may continue or
22 adjourn the final approval hearing without further notice to the Class Notice.

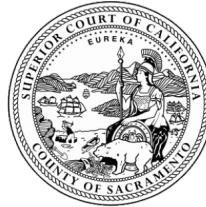
23 18. The Court may, for good cause shown, extend the deadlines set forth in this Order
24 without further notice to Class Members. In the event that the Settlement does not receive final
25 approval or the Effective Date of the Settlement does not occur for any reason, this Order, the
26 Settlement, and the Settlement Agreement shall be rendered null and void and shall be vacated.
27 Further, the fact that the parties were willing to stipulate to certification of a Class for settlement
28 purposes shall have no bearing on the issue of whether a class should be certified in a non-

1 settlement context, and the parties to the Settlement shall be deemed to have reverted to their
2 respective status as of the date and time immediately prior to the execution of the Agreement.

3 19. If the Court grants Final Approval, each Participating Class Member and their
4 successors shall conclusively be deemed to have released the Class Claims, and each Aggrieved
5 Employee shall conclusively be deemed to have released the PAGA Claims, set forth in the
6 Settlement agreement and Class Notice against the Released Parties (as defined in the Settlement
7 Agreement).

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9 **IT IS SO ORDERED.**

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11 Dated: 05/15/2026



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Lauri A. Damrell, Judge

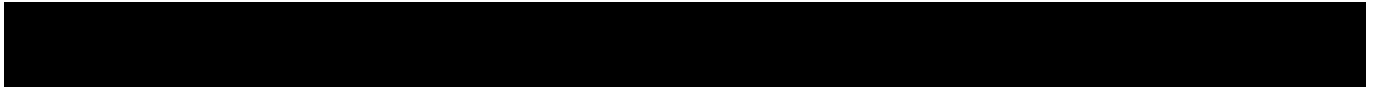
Judge of the Superior Court

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Exhibit A

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

***Brittney Rand v. Pro's Choice Beauty Care, Inc., et al. Sacramento County Superior
Court Case No. 34-2021-00294988-CU-OE-GDS, filed February 22, 2021***



**To: ALL CURRENT AND FORMER NON-EXEMPT HOURLY EMPLOYEES OF
PRO'S CHOICE BEAUTY CARE, INC. WHO WORKED IN THE STATE OF
CALIFORNIA AS A MERCHANDISER OR JOBS WITH SIMILAR TITLES
FROM FEBRUARY 22, 2017 THROUGH _____.**

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE
AFFECTED.**

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED
SETTLEMENT.**

This Notice is Court Approved. This is not a solicitation from an attorney.

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

WHY DID I GET THIS NOTICE?

You have received this Notice because we believe that you are a class member who may be entitled to money from this settlement.

This Notice describes a proposed settlement of the lawsuit: (1) *Brittney Rand v. Pro's Choice Beauty Care, Inc., et al.* Sacramento County Superior Court Case No. 34-2021-00294988-CU-OE-GDS, filed February 22, 2021 (the "Lawsuit"). This Notice is being sent to you by the order of the Superior Court of the State of California for the County of Sacramento, which preliminarily approved the settlement and conditionally certified the class on [date]. This Notice informs you of the terms of the proposed settlement, describes your rights in connection with the settlement, and explains what steps you may take to object to, or exclude yourself from the settlement. **If you do not exclude yourself from the settlement and the settlement is finally approved by the Court, you will receive a settlement payment and be bound to the terms of the settlement and any final judgment.**

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit was filed by Plaintiff Brittney Rand ("Plaintiff") on behalf of non-exempt hourly employees who worked for Pro's Choice Beauty Care, Inc. ("Defendant") in California, including employees working in positions as a Merchandiser. The Lawsuit (including the First Amended Complaint) pleaded class allegations against Defendants for: (1) Failure to Pay Regular/Minimum Wages in Violation of California Labor Code §§1182.12, 1194, 1194.2, 1197-1197.1, and Wage Order No.4- 2001, §4(A); (2) Failure to Provide Compliant Meal Periods in Violation of Labor Code §§226.7, 512, and IWC Wage Order 4-2001, § 11; (3) Failure to Provide Compliant Rest Periods in Violation of Labor Code § 226.7 and IWC Wage Order 4-2001, §12; (4) Failure to Make Payments Within the Required Time in Violation of California Labor Code §§ 201, 202-204 and 210; (5) Statutory Penalties for Failure to Provide Accurate Wage Statements in Violation of Labor Code §226; (6) Failure to Maintain Required Records in Violation of California Labor Code § 1174, 1174.5, and Wage Order No.4-2001§7; (7) Restitution for Unfair Business Practices and Injunction Against Unfair Business Practices (Cal. Bus. & Prof. Code §17200, et seq.); (8) Failure to Indemnify/Reimburse Business Expenses in Violation of California Labor Code § 2802; (9) PAGA Civil Penalties pursuant to Labor Code S 2699(f)(2) for Failure to Comply with Labor Code §§1182.12, 1119 4, 1119 4.2, 11197 -1197. 1, and Wage Order No.4-2001, § 4(A); (10) PAGA Civil Penalties pursuant to Labor Code S 2699(D)(2) for Failure to Comply with Labor Code §§ 226.7, 512 and Wage Order No. 4-2001, §§ 11-12; (11) PAGA Civil Penalties pursuant to Labor Code §2699(f)(2) and as permitted by Labor Code §§203,204, 210, and 256 for Untimely Separation Pay and Untimely Payment of Wages When Due; (12) PAGA Civil Penalties Pursuant to Labor Code S 2699(f)(2) for Failure to Comply with Labor Code § 2802; (13) PAGA Civil Penalties pursuant to Labor Code S 2699(f)(2) and as Permitted by Labor Code §§226(a), 226.3, and 1174, and IWC Wage Order 4-2001, § 7 for Inaccurate Wage Statements and (14) PAGA Civil Penalties pursuant to Labor Code § 558(a). Defendant denies each and all of the claims and contentions alleged by the Plaintiff. The Court has not made any rulings regarding the merits of the case. After engaging in extensive investigation and an all-day mediation before an experienced mediator, in which both sides recognized the substantial risks of an adverse result in the Lawsuit for either side, Plaintiff and Defendant agreed on a class settlement that was preliminarily approved by the Court on [date].

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Brittney Rand is the Class Representative or Named Plaintiff in the Lawsuit, and she asserts claims on behalf of herself and the class. Pro's Choice Beauty Care, Inc. is the Defendant. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All current and former non-exempt hourly employees of Defendant who worked in the State of California as a merchandiser or jobs with similar titles from February 22, 2017 through the date of preliminary approval of the settlement. The Settlement Class shall not include any person who submits a timely and valid request for exclusion.

All current and former non-exempt hourly employees of Defendant who worked in the State of California as a merchandiser or jobs with similar titles from December 20, 2019 through the date of preliminary approval of the settlement are also considered Aggrieved Employees. You may not request to be excluded from being considered an Aggrieved Employee. Aggrieved Employees may not opt out of the PAGA Settlement.

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

In exchange for the release of claims against them and final judgment on the Lawsuit, Defendant will pay Four Hundred Sixty-Five Thousand Dollars (\$465,000) ("Gross Settlement Fund" or "GSF"). After attorneys' fees and costs, service award to the Plaintiff, a PAGA Payment, and settlement administration costs are deducted from the GSF, the remaining "Net Settlement Amount" will be distributed to Settlement Class Members. Subject to Court approval, the GSF will be allocated at follows:

- **Individual Settlement Payments:** All Settlement Class Members are eligible to receive money from the Net Settlement Amount. Each estimated payment is the pro rata allocation of the Net Settlement Amount based on your Qualifying Workweeks¹. Your estimated minimum payment is [\$Insert estimate], but may vary somewhat based on the actual implementation of the settlement.
- **Class Representative Service Award:** Named Plaintiff will request from the Court an award of \$10,000 in recognition of her efforts and risks in assisting with the prosecution of the Lawsuit and in return for executing a General Release of Defendant. Class Counsel will request from the Court reimbursement for the advanced litigation costs, which are estimated to be no more

¹ "Qualifying Workweeks" means the number of workweeks (starting Monday through Sunday) during which a Class Member worked for Defendant in California during the Class Period (i.e., periods of time worked outside California or while exempt from overtime are excluded)

than \$10,000. This amount will be paid from the GSF, and any amount not awarded will revert to the Net Settlement Amount for distribution.

- **Class Counsel Award:** Class Counsel will request from the Court up to 33 1/3% of the GSF (\$155,000 out of \$465,000) as attorneys' fees for litigation and resolution of this Lawsuit, as supported by declaration. This amount will be paid from the GSF, and any amount not awarded will revert to the Net Settlement Amount for distribution. Class Counsel will also seek up to \$12,000 for reimbursement of costs of litigation.
- **PAGA Payment:** \$15,000 from the GSF is allocated for payment under the Private Attorneys General Act of 2004. 75% of the allocation (\$11,250) will be paid to the California Labor and Workforce Development Agency, and 25% (\$3,750) of the allocation will be as Individual PAGA Payments. Each Individual PAGA Payment is the pro rata share of the portion of the PAGA Payment not allocated to the Labor and Workforce Development Agency calculated according to the number of Qualifying Workweeks worked from December 20, 2019 through the date of preliminary approval of the settlement. Only Aggrieved Employees will receive an Individual PAGA Payment. Your estimated minimum payment is [\$Insert estimate], but may vary somewhat based on the actual implementation of the settlement.
- **Settlement Administration:** The cost of settlement administration is approximately \$10,000, which pays for tasks such as mailing and tracking this Notice, objections and exclusions, mailing checks and tax forms, and reporting to the parties and the Court.
- **Any checks issued to Settlement Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. After that time, any such unclaimed checks be deposited with the California State Controller or its designee in accordance with the Unclaimed Property Law, Code of Civil Procedure, section 1500. Settlement Class Members whose checks have expired may consult with the California State Controller Unclaimed Property office to inquire if the State will release such funds. See https://www.sco.ca.gov/upd_msg.html.**

The Released Class Claims include any and all claims for relief, regardless of the form or nature of relief, including, without limitation, all claims for damages, penalties, restitution, interest, declaratory relief, costs, attorneys' fees, injunctive or equitable relief, and any other remedies available at law or equity, which the Named Plaintiff or any Settlement Class Members have had or now have, against the Released parties or any of them for any acts occurring on or before the entry and filing date of the Preliminary Approval Order that are either or both: (1) alleged in the Action; or (2) are reasonably related to the facts, matters, transactions, or occurrences referenced to in the Action such that they that could have been alleged as separate claims, causes of actions, lawsuits or other theories of relief in this matter The res judicata effect of the Judgment will be the same as that of the release obtained by this Agreement and Settlement. Excluded from Released Class Claims are claims incurred while each Settlement Class Member was not a Settlement Class Member (i.e., for periods of time worked outside California or while exempt from overtime) while working for Defendant. The Final Judgment shall expressly provide that it covers and bars each and every non-excluded Settlement Class Member from asserting any Released Class Claims in the future. The release of claims, rights or liabilities under the FLSA applies only to those Settlement Class Members who have consented to join the Settlement by depositing or cashing their Individual Settlement Payments.

The Released PAGA Claims include any and all claims for relief pursuant to the California Labor Code Private Attorney General Act of 2004 which the Named Plaintiff or any Aggrieved Employee have had or now have, against the Released parties or any of them for any acts occurring on or before the entry and filing date of the Preliminary Approval Order that are either or both: (1) alleged in the PAGA Causes of Action (Numbered 9-14) in the First Amended Complaint of the Action; or (2) are reasonably related to the facts, matters, transactions, or occurrences referenced to in the PAGA Causes of Action (Numbered 9-14) in the First Amended Complaint of the Action such that they that could have been alleged as separate claims, causes of actions, lawsuits or other theories of relief in this matter. The res judicata effect of the Judgment will be the same as that of the release obtained by this Agreement and Settlement. The Final Judgment shall expressly provide that it covers and bars any future litigation asserting any of the Released PAGA Claims in the future.

The release will extend to and cover Defendant Pro's Choice Beauty Care, Inc. and its past, present and/or future, direct and/or indirect, officers, directors, employees, agents, representatives, attorneys, insurers, trustees, partners, investors, shareholders, administrators, parent companies, affiliated companies, related companies and business concerns, members, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to receive a payment from the Net Settlement Amount.

Defendant's records show that you were employed from [start date] to [end date] and worked [redacted] Qualifying Workweeks as a Settlement Class Member. Your estimated Settlement Payment is calculated using that Qualifying Workweeks information. Based on those records, your estimated payment is \$ [redacted]. Of this amount, \$ [redacted] is paid for the class action portion of this settlement and \$ [redacted] is paid for the PAGA portion of this settlement.

If you dispute the information about the number of Qualifying Workweeks that Defendant's records show you worked during the Class Period, you must advise the Settlement Administrator and provide documents to substantiate your dispute by [date].

You may dispute the number of Qualifying Workweeks stated in this notice. If you are found to have had more Qualifying Workweeks, then you may be awarded a higher payment. You may dispute the number of Qualifying Workweeks stated in this notice online at [website address] or by mailing your dispute statement to the following address:

Brittney Rand v. Pro's Choice Beauty Care, Inc.

c/o Settlement Administrator

Mailing Address

Telephone numbers

E-mail: [e-mail address]

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the class action portion of this settlement. However, if the court approves the PAGA portions of the settlement, that part of the agreement will still apply to you. To request to be excluded from the class action portion of the settlement, you must submit a written request for exclusion to the Settlement Administrator online at [website address] or by mail at the following address:

Brittney Rand v. Pro's Choice Beauty Care, Inc.

c/o Settlement Administrator

Mailing Address

Telephone numbers

E-mail: [e-mail address]

To be valid, a written request for exclusion must: (1) state that you wish to be excluded from the settlement. You don't need to use any specific language so long as it is clear that you wish to be excluded, but as an example, you may state: "I wish to exclude myself from the settlement reached in the matter of *Brittney Rand v. Pro's Choice Beauty Care, Inc.* I understand by excluding myself, I will not receive any money from the settlement reached in this matter"; (2) contain the name, address, telephone number and the last four digits of the Social Security number of the person requesting exclusion; (3) be signed by the Settlement Class Member; and (4) be postmarked by [date] or fax stamped by 5:00 p.m. (Pacific Standard Time) on [date] and returned to the Settlement Administrator at the specified address or fax telephone number. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement, including the Release described in this Notice.

If you timely request to be excluded from the settlement, you will not be entitled to receive any payment under the class action portion of this settlement. However, you would still receive the PAGA portion of the payment if the Court grants final approval to this settlement. Class Counsel will not represent your interests if you request to be excluded.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member who has **not** asked to be excluded from the settlement may object to the settlement and appear at the hearing where the Court will make a final decision whether or not to approve the settlement (the "Final Approval Hearing"). The Final Approval Hearing is scheduled to take place on [Date], at [Time] in Department 8B of the Superior Court of the State of California for the County of Sacramento, located at Tani G. Cantil-Sakauye Courthouse, 500 G Street, Sacramento, CA 95814.

To be valid, the written objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member's Social Security number and/or the Employee ID number; (4) the basis for the objection; and (5) if the Settlement Class Member intends to appear at the Final Approval Hearing. A Settlement Class Member who wishes to object must file his or her objection to the Settlement Administrator.

You may attend the Final Approval Hearing, either personally or remotely, You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing. You may attend the Final Approval Hearing or file a written objection to the settlement, with or without retaining your own attorney. You may attend the Final Approval Hearing even if you did not file an objection.

If you wish to appear at the hearing remotely, you may do so via Zoom or by telephone using the following access information:

- **To join by Zoom:** <https://saccourt-ca-gov.zoomgov.com/j/16184738886>
- **To join by phone:** Dial: (833) 568-8864 Meeting ID: 161 8473 8886

Filing an objection will *not* exclude you from the Settlement Class. You will still have the right to receive an Individual Settlement Payment if the court grants final approval to the settlement. You cannot both object and be excluded. You may file your objection by timely submitting it to the Settlement Administrator online at [website address] or by mail to the following address:

Brittney Rand v. Pro's Choice Beauty Care, Inc.

c/o Settlement Administrator

Mailing Address

Telephone numbers

E-mail: [e-mail address]

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the settlement whether or not they receive or timely cash their Individual Settlement Payments. Final approval of the settlement will bar any Settlement Class Member who does not request to be excluded from the settlement from hereafter initiating a lawsuit or proceeding regarding a claim originating during the period between February 22, 2017 and _____, which was alleged or that could have been alleged in the operative complaint based on the facts alleged in the operative complaint. The Settlement Agreement contains additional details about the scope of the release.

DO I HAVE A LAWYER IN THIS CASE?

The Court has ordered that, for purposes of this Settlement, the interests of Plaintiff and the Class Members are represented by:

A. John Godoy (SBN 254911)
E-mail: jgodoy@justice4you.com
CLEYEO C. ARNOLD, PC
865 Howe Avenue
Sacramento, CA 95825

Telephone: (916) 777-7777
Facsimile: (916) 924-1829

(“Class Counsel”). Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

WHAT IF MY INFORMATION CHANGES?

If, after you receive this notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information. You may do so online at [website address] or by mail to the following address:

Brittney Rand v. Pro’s Choice Beauty Care, Inc.

c/o Settlement Administrator

Mailing Address

Telephone numbers

E-mail: [e-mail address]

FURTHER INFORMATION

The foregoing is only a summary of the settlement. To see a copy of the Stipulation of Class Action Settlement (which defines the capitalized terms used in this Notice, provides a brief summary of what has happened in the Lawsuit, and contains information regarding the release of claims), the Court’s Preliminary Approval Order, Class Counsel’s application for attorneys’ fees and costs, the operative Complaints filed in the Lawsuit, and other filed documents related to the Lawsuit and this Settlement, you may view all such files at the Clerk’s office of the Superior Court of the State of California for the County of Sacramento, located at 500 G Street, Sacramento, CA 95814. You may also view the court file by searching the court’s official website for Case No. 34-2021-00294988-CU-OE-GDS at <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>. Selected documents are also available for viewing at [Settlement Administration Website].

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [redacted]. Please refer to the Brittney Rand Class Action Settlement.

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION
REGARDING THIS SETTLEMENT.***