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FILED
Superior Court of California
County of Los Angeles
01/07/2025
David W. Slayton, Executive Officer / Clerk of Court
By: G. Morales Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

FRANK GALEAS on behalf of himself,
all others similarly situated, and on
behalf of the general public,

Plaintiffs,

v.

SYNCREON TECHNOLOGY (USA)
LLC; and DOES 1-100,

Defendants.

Case No. 22STCV37612

*[Assigned for all purposes to the
Hon. Joseph Lipner, Department 72]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF
CLASS NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE**

Date: January 7, 2025
Time: 8:30 a.m.
Reservation ID: 555946858624

Complaint Filed: September 26, 2022
Trial Date: None Set

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action (the “Action”).
3 Plaintiff Frank Galeas has applied to this Court for an order preliminarily approving the settlement
4 of the Action in accordance with the Class Action Settlement Agreement (the “Agreement”),
5 which together with the exhibit annexed thereto, sets forth the terms and conditions for a proposed
6 settlement and entry of judgment upon the terms and conditions set forth therein. The Court has
7 read and considered the Memorandum of Points and Authorities in support of Plaintiff’s Motion
8 for Preliminary Approval of Class Action Settlement, Conditional Certification, Approval of
9 Class Notice, Setting of Final Approval Hearing Date and the declarations submitted therewith.
10 For purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

11 **II. FINDINGS**

12 After review and consideration of the Agreement and Plaintiff’s motion for preliminary
13 approval and the papers in support thereof, the Court hereby finds and orders as follows:

14 1. The Agreement falls within the range of reasonableness meriting possible final
15 approval.

16 2. The certification of the Class solely for purposes of settlement is appropriate.

17 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
18 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
19 light of the factual, legal, practical, and procedural considerations raised by this case.

20 4. For settlement purposes only, the Court finds that Plaintiff does not have any
21 conflicts that would preclude him from serving as Class Representative, and his appointment
22 comports with the requirements of due process.

23 5. For settlement purposes only, the Court finds that Class Counsel does not have any
24 conflicts that would preclude them from acting as Class Counsel, and they meet the requirements
25 for appointment as Class Counsel and the requirements of due process.

26 6. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
27 Court Approval (“Class Notice”) attached hereto as **Exhibit A** complies with due process because
28

1 the Class Notice is reasonably calculated to adequately apprise Class Members of: (a) the pending
2 lawsuit; (b) the terms of the proposed Agreement; and (c) their rights, including the right to either
3 participate in the settlement, exclude themselves from the settlement, or object to the settlement.
4 Plaintiff's proposed plan for notifying the Class Members and settlement administration is the
5 best notice practicable under the circumstances.

6 **III. ORDER**

7 The Court having considered the papers submitted in support of the motion for preliminary
8 approval, HEREBY ORDERS THE FOLLOWING:

9 1. The Court finds on a preliminary basis that the provisions of the Agreement are
10 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

11 2. The following Class is conditionally certified for purposes of settlement only: all
12 California citizens who are employed or have been employed by Defendant syncreon Technology
13 (USA) LLC ("Defendant") in the State of California as non-exempt employees during the Class
14 Period. The Class Period is September 26, 2018, through April 27, 2024.

15 3. The Agreement provides for the following release as to Participating Class
16 Members,¹ which is hereby approved conditionally: All Participating Class Members, on behalf
17 of themselves and their respective former and present representatives, agents, attorneys, heirs,
18 administrators, successors, and assigns, release Released Parties from (i) all claims that were
19 alleged, or reasonably could have been alleged, based on the allegations set forth in the operative
20 Complaint in this Action and ascertained in the course of the Action, including without limitation,
21 California Labor Code sections 201, 202, 203, 204, 218, 218.5, 222, 223, 224, 226, 226.3, 226.7,
22 233(c), 233(e), 234, 246, 246(a)(1), 246(c), 246.5, 510, 512, 558, 1174, 1175, 1194, 1194.2, 1197,
23 1198, 2802, California Industrial Commission Wage Orders, the California Code Regulations,
24 and Business and Professions Code sections 17200, et seq., and including all claims for or related
25 to alleged unpaid wages, straight time wages, overtime or double time wages, minimum wages,
26 meal periods and meal period premiums, rest periods and rest period premiums, failure to adopt

27 ¹ A Participating Class Member is a Class Member who does not submit a valid and timely
28 Request for Exclusion from the Settlement.

1 a compliant sick pay or paid time off policy, wage statement penalties, timely payment of wages
2 during employment and at separation, failure to reimburse necessary business expenditures,
3 failure to maintain required records, unfair competition, unfair business practices, injunctive relief
4 as it relates to the claims listed above, declaratory relief as it relates to the claims listed above,
5 liquidated damages, penalties recoverable pursuant to the claims listed above interest, fees, costs,
6 as well as all other claims and allegations alleged in the Action, throughout the Class Period
7 (“Released Class Claims”). Participating Class Members do not release any other claims,
8 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
9 Housing Act, unemployment insurance, disability, social security, workers’ compensation, or
10 claims based on facts occurring outside the Class Period.

11 4. The settlement appears to be fair, adequate and reasonable to the Class. The
12 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
13 only to any objections that may be raised at the Final Approval Hearing and final approval by this
14 Court.

15 5. For settlement purposes only, Plaintiff is conditionally approved as the Class
16 Representative for the Class.

17 6. The Court acknowledges the request for an incentive payment of \$10,000 to
18 Plaintiff for his service as class representative which will be decided at the time of Final Approval.

19 7. For settlement purposes only, Mara Law Firm, PC, and Solouki | Savoy, LLP are
20 conditionally approved as Class Counsel for the Class.

21 8. The Court acknowledges the request for awards of up to \$173,333.33 in attorneys’
22 fees and up to \$30,000 in actual costs payable to Class Counsel which will be decided at the time
23 of Final Approval.

24 9. A Final Approval Hearing on the question of whether the settlement, attorneys’
25 fees and costs to Class Counsel, and Class Representative Service Payment should be finally
26 approved as fair, reasonable and adequate as to Class Members is scheduled in Department 72 on
27 the date and time set forth in the Implementation Schedule below.
28

1 10. The Court confirms ILYM Group, Inc. as the Settlement Administrator.

2 11. The proposed payment of up to \$10,000 in costs to ILYM Group, Inc. for its
3 services as the Settlement Administrator is conditionally approved.

4 12. The Court approves, as to form and content, the Court Approved Notice of Class
5 Action Settlement and Hearing Date for Final Court Approval in substantially the form attached
6 as **Exhibit A** hereto. The Court approves the procedure for Class Members to participate in, to
7 opt out of, and to object to, the settlement as set forth in the notice.

8 13. The Court directs the mailing of the Court Approved Notice of Class Action
9 Settlement and Hearing Date for Final Court Approval by first class mail in English and Spanish
10 to Class Members in accordance with the Implementation Schedule below. The Court finds the
11 dates selected for the mailing and distribution of the notice, as set forth in the Implementation
12 Schedule, meet the requirements of due process and provide the best notice practicable under the
13 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

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IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class Data to Settlement Administrator	14 calendar days from the date of this Order (<i>i.e.</i> , January 21, 2025, if preliminary approval is granted on January 7, 2025)
Deadline for Settlement Administrator to Mail Class Notices to Class Members	14 calendar days from receipt of the Class Data (<i>i.e.</i> , February 4, 2025)
Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes ("Response Deadline")	45 days from the mailing of the Class Notices (<i>i.e.</i> , March 21, 2025)
Deadline for Class Counsel to file a Motion for Final Approval	16 court days prior to the Final Approval Hearing
Deadline to Provide the Court with the Settlement Administrator's Declaration Outlining Requests for Exclusion, Objections, and Disputes	16 court days prior to the Final Approval Hearing
Final Approval Hearing and Final Approval	_____ T o u s d ay, 2025 at 11:00 AM in Court

IT IS SO ORDERED.

Dated: 01/07/2025



By _____
Honorable Joseph Lipner
Los Angeles Superior Court Judge
Joseph Lipner / Judge

EXHIBIT A

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

Frank Galeas v. syncreon Technology (USA) LLC
Los Angeles County Superior Court Case No. 22STCV37612

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 syncreon Technology (USA) LLC (herein referred to as “syncreon”) for alleged wage and hour violations. The Action was filed by a former syncreon employee named Frank Galeas (“Plaintiff”) and seeks payment of alleged back wages and penalties for a class of non-exempt employees (“Class Members”) who worked for syncreon during the Class Period of September 26, 2018 through April 27, 2024.

Based on syncreon’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less tax withholdings)**. The actual amount you may receive likely will be different and will depend on a number of factors. The above estimates are based on syncreon’s records showing that **you worked ____ workweeks** during the Class Period. If you believe that you worked more workweeks, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for syncreon 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 syncreon.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the 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 wage claims against syncreon.

Syncreon 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 wage claims against syncreon that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is [INSERT]	If you don't want to participate in the proposed Settlement, you can opt-out of the Settlement by sending the Administrator a written Request for Exclusion. 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 [INSERT]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [INSERT] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [INSERT]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [INSERT]	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number Class Period Workweeks you worked according to syncreon's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [INSERT]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former syncreon employee. The Action accuses syncreon of violating California labor laws by failing to pay all straight and overtime wages, failing to pay all wages due upon termination; failing to provide meal periods, rest breaks and accurate itemized wage statements; failing to reimburse for business expenses; failing to maintain required records; and failing to implement a lawful sick pay/paid time off policy. Plaintiff is represented by attorneys in the Action:

David Mara, Esq.
dmara@maralawfirm.com
Jill Vecchi, Esq.
jvecchi@maralawfirm.com
MARA LAW FIRM, PC
2650 Camino Del Rio North, Suite 302
San Diego, CA 92109
Telephone: (619) 234-2833

Shoham Solouki, Esq.
Shoham@soloukisavoy.com
SOLOUKI/SAVOY LLP
316 W. 2nd Street, Suite 1200
Los Angeles, California 90012
Telephone: (213) 814-4940

(Plaintiff's attorneys are referred to as "Class Counsel.")

Syncreon strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. Syncreon also denies that this case was appropriate for class treatment.

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

So far, the Court has made no determination whether syncreon or Plaintiff is correct on the merits. In the meantime, Plaintiff and syncreon hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and syncreon 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, syncreon does not admit any violations or concede the merit of any claims.

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

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

1. Syncreon Will Pay \$520,000 as the Gross Settlement Amount (Gross Settlement). Syncreon has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, and the Administrator's expenses. Assuming the Court grants Final Approval, syncreon will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$173,333.33 (one third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment.
 - C. Up to \$10,000 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.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and syncreon are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (syncreon will separately pay employer payroll taxes it owes on the Wage Portion.) The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than [INSERT], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [INSERT] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against syncreon.
7. 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. Plaintiff and syncreon have agreed that, in either case, the Settlement will be void: syncreon will not pay any money and Class Members will not release any claims against syncreon.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and syncreon has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Settlement, you cannot sue, continue to sue or be part of any other lawsuit against syncreon or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the allegations set forth in the operative Complaint in this Action and ascertained in the course of the Action, including without limitation, California Labor Code sections 201, 202, 203, 204, 218, 218.5, 222, 223, 224, 226, 226.3, 226.7, 233(c), 233(e), 234, 246, 246(a)(1), 246(c), 246.5, 510, 512, 558, 1174, 1175, 1194, 1194.2, 1197, 1198, 2802, California Industrial Commission Wage Orders, the California Code Regulations, and Business and Professions Code sections 17200, et seq., and including all claims for or related to alleged unpaid wages, straight time wages, overtime or double time wages, minimum wages, meal periods and meal period premiums, rest periods and rest period premiums, failure to adopt a compliant sick pay or paid time off policy, wage statement penalties, timely payment of wages during employment and at separation, failure to reimburse necessary business expenditures, failure to maintain required records, unfair competition, unfair

business practices, injunctive relief as it relates to the claims listed above, declaratory relief as it relates to the claims listed above, liquidated damages, penalties recoverable pursuant to the claims listed above interest, fees, costs, as well as all other claims and allegations alleged in the Action, throughout the Class Period (“Released Class Claims”). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Workweek Challenges. The number of Class Workweeks you worked during the Class Period, as recorded in syncreon’s records, are stated in the first page of this Notice. You have until **[INSERT]** to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

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

5. HOW WILL I GET PAID?

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).

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

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

Submit a 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. 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 *Galeas v. syncreon Technology (USA) LLC*, 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. **The Administrator must be sent your request to be excluded by **[INSERT]**, 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 Plaintiff and syncreon are asking the Court to approve. At least [INSERT] days before the [INSERT] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website at [INSERT] or the Court's by searching for Case Number "22STCV37612" at: <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [INSERT].** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action *Galeas v. syncreon Technology (USA) LLC* and include your name, current address, telephone number and approximate dates of employment for syncreon and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [INSERT] at [INSERT] in Department 72 of the Los Angeles Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website at [INSERT] 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 syncreon and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the settlement website at [INSERT].

You can also telephone or send an email to Class Counsel, syncreon's counsel, or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV37612. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Name of Attorney: David Mara and Jill Vecchi

Email Address: dmara@maralawfirm.com; jvecchi@maralawfirm.com

Name of Firm: MARA LAW FIRM, PC

Mailing Address: 2650 Camino Del Rio North, Suite 302, San Diego, CA 92108

Telephone: (619) 234-2833

Name of Attorney: Shoham J. Solouki

Email Address: shoham@soloukisavoy.com

Name of Firm: SOLOUKI/SAVOY LLP

Mailing Address: 316 W. 2nd Street, Suite 1200, Los Angeles, California 90012

Telephone: (213) 814-4940

Syncreon's Counsel:

Name of Attorney: Eric J. Gitig and Sevada Hakopian

Email Address: eric.gitig@jacksonlewis.com; sevada.hakopian@jacksonlewis.com

Name of Firm: JACKSON LEWIS P.C.

Mailing Address: 725 S. Figueroa Street, Suite 2500, Los Angeles, CA 90017

Telephone: (213) 689-0404

Settlement Administrator:

Name of Company: ILYM Group, Inc.

Email Address: [INSERT]

Mailing Address: [INSERT]

Telephone: [INSERT]

Fax Number: [INSERT]

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 at http://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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