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7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF RIVERSIDE**  
10

11 EDUARDO HERNANDEZ, individually, and on  
behalf of all others similarly situated,

12 Plaintiff,

13 vs.

14 CREATING A LEGACY, INC., a California  
15 Corporation; and DOES 1 through 10, inclusive,

16 Defendants  
17  
18  
19

Case No.: CVRI2105846

CLASS AND REPRESENTATIVE ACTION

[Hon. Harold W. Hopp]

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

*Filed with the Supplemental Declaration of  
Kane Moon in Support of Plaintiff's Motion  
for Preliminary Approval of Class Action  
Settlement*

1           The Court has before it Plaintiff Eduardo Hernandez’s (“Plaintiff”) Motion for  
2 Preliminary Approval of Class Action Settlement. Having reviewed the Motion for  
3 Preliminary Approval of Class Action Settlement, the Declaration of Kane Moon, a  
4 supplemental Declaration of Kane Moon, the Declaration of Plaintiff Eduardo Hernandez, the  
5 Declaration of Defense counsel Jana B. FitzGerald, the Declaration of Jesse Garcia for  
6 Defendant, the Joint Stipulation re: Class Action Settlement (which is referred to here as the  
7 “Settlement Agreement”), and good cause appearing, the Court hereby finds, and orders as  
8 follows:

9           1.       The Court finds on a preliminary basis that the Settlement Agreement appears to  
10 be fair, adequate, and reasonable, and therefore meets the requirements for preliminary  
11 approval. The Court grants preliminary approval of the Settlement Agreement and the Class  
12 based upon the terms set forth in the Settlement Agreement attached to the Declaration of  
13 Kane Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class Action  
14 Settlement (“Moon Declaration”) as Exhibit 1. The Court preliminarily finds that the terms of  
15 the Settlement Agreement appear to be within the range of possible approval, pursuant to  
16 California Code of Civil Procedure § 382 and applicable law.

17           2.       The Settlement Agreement falls within the range of reasonableness of a  
18 settlement which could ultimately be given final approval by this Court, and appears to be  
19 presumptively valid, subject only to any objections that may be raised at the Final Approval  
20 Hearing and final approval by this Court. The Court notes that Defendant has agreed to create  
21 a common fund of \$585,000.00 to cover (a) settlement payments to class members who do not  
22 validly opt out; (b) \$60,000.00 allocated to penalties under the Private Attorneys General Act  
23 of 2004 (“PAGA”), distributed as follows: 25% (\$15,000) to the PAGA Employees and 75%  
24 (\$45,000) to the California Labor and Workforce Development Agency; (c) Class  
25 Representative service payment of up to \$5,000.00 for Plaintiff; (d) Class Counsel’s attorneys’  
26 fees, not to exceed 33-1/3% of the Gross Settlement Amount (\$195,000.00), and up to  
27 \$19,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e)  
28 Settlement Administration costs of up to \$9,900.00..

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

11           4.       A final fairness hearing on the question of whether the proposed settlement,  
12 attorneys' fees and costs to Class Counsel, and the class representative's enhancement award  
13 should be finally approved as fair, reasonable and adequate as to the members of the class is  
14 hereby set in accordance with the Implementation Schedule set forth below.

15           5.       The Court provisionally certifies for settlement purposes only the following  
16 class: All persons employed in the State of California as an Eligible Employee at any time  
17 between December 29, 2017, to June 29, 2024. The term "Class Members" shall mean  
18 "individuals who are a member of the Class (or if any such person is incompetent, deceased,  
19 or unavailable due to liminary service, the person's legal representative or successor in interest  
20 evidenced by reasonable verification). The term "Class Members" shall not include any person  
21 who submits a timely and valid request for exclusion. The term "Class" or "Eligible  
22 Employee(s)" means "all current and former non-exempt employees who worked for  
23 Defendant in California during the Class Period". The term "Class Period" means the time  
24 from December 29, 2017, through June 29, 2024".

25           6.       The Court approves the following payment plan in ¶53 of the Settlement  
26 Agreement: On the later of 60 days after entry of judgment or April 1, 2025, Defendant shall  
27 deposit \$195,00.00 (the "First Installment") into the Settlement Account. Within 180 calendar  
28 days of the First Installment, Defendant shall deposit a \$195,000.00 (the "Second

1 Installment”). Lastly, within 180 calendar days of the Second Installment, Defendant shall  
2 deposit a final \$195,000.00 (the “Third Installment”). Payment of Settlement Shares and  
3 PAGA Payment Shares shall be sent by the Settlement Administrator via U.S. Mail within  
4 fourteen (14) days of its receipt of both the First Installment and the Second Installment. Class  
5 Counsel’s Fees will be due within seven (7) days of the Third Installment.

6 7. Release as To All Participating Settlement Class Members. As of the Effective  
7 Date and upon payment by Defendant of all funds due under this Settlement, all Participating  
8 Class Members, including the Class Representative, release the Participating Class Members  
9 Released Claims. (Settlement ¶ 69.)

- 10 a. **Released Parties** includes Defendant Creating a Legacy, Inc., and its past and  
11 present, officers, directors, and employees.
- 12 b. **Plaintiff’s Released Claims** shall mean: Plaintiff, individually and on behalf of  
13 Plaintiff’s heirs, executors, administrators, representatives, attorneys, successors  
14 and assigns knowingly and voluntarily releases and forever discharges Defendant  
15 and each of its directors, officers, employees and agents (collectively, “Plaintiff’s  
16 Released Parties”), to the fullest extent permitted by law, of and from any and all  
17 claims, known and unknown, asserted and unasserted, which Plaintiff has or may  
18 have against the Plaintiff’s Released Parties as of the date of execution of this  
19 Settlement Agreement. Plaintiff is not waiving any rights Plaintiff may have to: (i)  
20 Plaintiff’s own vested accrued employee benefits under the Defendant’s health,  
21 welfare or retirement benefits plans, if any, as of the date of execution of this  
22 Settlement Agreement; (ii) benefits or rights to seek benefits under applicable  
23 workers’ compensation (except as to claims under Labor Code §§ 132a and 4553  
24 which are expressly released herein) or unemployment insurance or  
25 indemnification statutes; (iii) pursue claims which by law cannot be waived by  
26 signing this Settlement Agreement; and (iv) enforce this Settlement Agreement.  
27 (Settlement ¶ 66.) To affect a full and complete general release as described  
28 above, Plaintiff expressly waives and relinquishes all rights and benefits of § 1542

1 of the Civil Code of the State of California, without exception, except as may be  
2 prohibited by law, and does so understanding and acknowledging the significance  
3 and consequence of specifically waiving § 1542. Thus, notwithstanding the  
4 provisions of § 1542, and to implement a full and complete release and discharge  
5 of all parties, Plaintiff expressly acknowledges this Settlement Agreement is  
6 intended to include in its effect, without limitation, all claims Plaintiff does not  
7 know or suspect to exist in Plaintiff's favor at the time of signing this Settlement  
8 Agreement, and that this Settlement Agreement contemplates the extinguishment  
9 of any such claims. Plaintiff warrants Plaintiff has read this Settlement  
10 Agreement, including this waiver of California Civil Code § 1542, and that  
11 Plaintiff has consulted with or had the opportunity to consult with counsel of  
12 Plaintiff's choosing about this Settlement Agreement and specifically about the  
13 waiver of § 1542, and that Plaintiff understands this Settlement Agreement and  
14 the § 1542 waiver, and so Plaintiff freely and knowingly enters into this  
15 Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may  
16 discover facts different from or in addition to those Plaintiff now knows or  
17 believes to be true regarding the matters released or described in this Settlement  
18 Agreement, and even so Plaintiff agrees that the releases and agreements  
19 contained in this Settlement Agreement shall remain effective in all respects  
20 notwithstanding any later discovery of any different or additional facts. Plaintiff  
21 expressly assumes any and all risk of any mistake in connection with the true facts  
22 involved in the matters, disputes or controversies released or described in this  
23 Settlement Agreement or with regard to any facts now unknown to Plaintiff  
24 relating thereto (Settlement ¶ 67.)

- 25 c. **Participating Class Members Released Claims.** Upon the payment of the Third  
26 Installment, each Participating Class Member, and without the need to manually  
27 sign a release document, shall release the Released Parties from all causes of  
28 action and claims stated in the complaint and those based solely upon the facts

1 alleged in the complaint, including all of the following claims for relief from  
2 December 29, 2017, through June 29, 2024: (1) Failure to Pay Minimum Wages;  
3 (2) Failure to Provide Overtime Compensation; (3) Failure to Provide Meal  
4 Periods; (4) Failure to Provide Rest Periods; (5) Failure to Indemnify Necessary  
5 Business Expenses; (6) Failure to Timely Pay Final Wages; (7) Failure to Provide  
6 Accurate and Itemized Wage Statements; (8) Violation of Business &  
7 Professional Code section 17200; and (8) Violation of Business & Professional  
8 Code Section 17200. (“Class Released Claims”). The Class Released Claims for  
9 the Participating Class Members excludes all claims for vested benefits, wrongful  
10 termination, unemployment insurance, disability, social security, workers’  
11 compensation, claims while not an Eligible Employee, and claims outside of the  
12 Class Period. The Class Released Claims only covers the time period of from  
13 December 29, 2017, through June 29, 2024. (Settlement ¶ 68.)

14 d. **The PAGA Group Released Claims:** As of the date of the Judgment, Plaintiff,  
15 and the LWDA shall release, from December 29, 2020, through June 29, 2024, the  
16 Released Parties from all claims for civil penalties under the California Labor  
17 Code Private Attorney’s General Act of 2004 that were alleged in Plaintiff’s  
18 LWDA Exhaustion Letter and/or in the Action, including claims for relief for: (1)  
19 Failure to Pay Minimum Wages; (2) Failure to Provide Overtime Compensation;  
20 (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5)  
21 Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay  
22 Final Wages; (7) Failure to Provide Accurate and Itemized Wage Statements; (8)  
23 Violation of Business & Professional Code section 17200. The PAGA Released  
24 Claims only cover the time period of December 29, 2020, through June 29, 2024.  
25 (Settlement ¶ 69.)

26 8. The Court finds, for settlement purposes only, that the Class meets the  
27 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the  
28 Settlement Classes are so numerous that joinder is impractical; (2) there are questions of law

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

6 9. The Court appoints, for settlement purposes only, Eduardo Hernandez, as Class  
7 Representative.

8 10. The Court appoints, for settlement purposes only, Moon Law Group, PC, as  
9 Class Counsel. The Court further preliminarily approves Class Counsel's ability to request  
10 attorneys' fees of up to one-third of the Total Settlement Amount (\$195,000.00), and costs not  
11 exceeding \$19,000.00.

12 11. The Court appoints Apex Class Action Administrators as the Settlement  
13 Administrator with reasonable administration costs estimated not to exceed \$9,900.00 for the  
14 services referred to in the Settlement Agreement at ¶65.

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

19 13. The Notice shall be accompanied by the Exclusion Form attached hereto as  
20 **Exhibit B** that the class members may use. Any exclusion form shall be submitted to the  
21 settlement administrator rather than filed with the Court. Class members should not send  
22 copies of the exclusion form to Class Counsel. The Settlement Administrator shall file a  
23 declaration concurrently with the filing of any motion for final approval, authenticating a copy  
24 of every exclusion form received by the administrator.

25 14. The Notice shall be accompanied by the Objection Form attached hereto as  
26 **Exhibit C** that the class members may use. Any objection shall be submitted to the settlement  
27 administrator rather than filed with the Court. Class Members should not send copies of the  
28 objection form to Class Counsel. The Settlement Administrator shall notify counsel for the the

1 Parties of any objections. The Settlement Administrator shall file a declaration concurrently  
2 with the filing of any motion for final approval, authenticating a copy of every objection form  
3 received by the administrator.

4 15. The Parties are ordered to carry out the Settlement Agreement according to the  
5 terms of the Settlement Agreement, except as ordered by the Court – including but not limited  
6 to adjustments to Class Counsel Litigation Expenses Payment and adjustments to the payment  
7 to the Settlement Administrator.

8 16. Any class member who does not request exclusion from the settlement may  
9 object to the Settlement Agreement.

10 17. Class Counsel is required to give notice to any objecting party of any  
11 continuance of the hearing of the motion for final approval.

12 18. The Class is not enjoined from filing any actions or administrative claims or  
13 proceedings pending the final hearing on the settlement, or for any other period.

14 19. The Court orders the following Implementation Schedule:

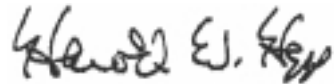
16 Defendant to provide Class List to the 17 Settlement Administrator	Within 21 calendar days after the Preliminary Approval Order
18 Settlement Administrator to mail the 19 Notice Packets by First Class Mail	Within 7 days of receipt of the class 20 data base or as soon thereafter as it is able to do so
21 Response Deadline	45 days after mailing
22 Deadline to file Motion for Final 23 Approval	January 8, 2025
24 Final Approval Hearing	January 31, 2025

26 20. The Court further ORDERS that, pending further order of this Court, all  
27 proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.  
28



1           21.     The Settlement Agreement and the settlement as a whole are preliminarily  
2 approved but are not an admission by Defendant of the validity of any claims in this class action,  
3 or of any wrongdoing by Defendants or of any violation of law. Neither the Settlement  
4 Agreement nor any related document shall be offered by either Party or received in evidence by  
5 either Party in any civil, criminal, or administrative action or proceeding other than such  
6 proceedings as may be necessary to consummate or enforce the Settlement Agreement. The  
7 aforementioned limitation shall apply only to the Parties in this action. The obligations set forth  
8 in the Settlement Agreement are deemed part of this Order.

9           **IT IS SO ORDERED.**



10  
11  
12     DATE:     07/01/2014

\_\_\_\_\_  
13     Hon. Harold W. Hopp  
14     Judge of the Riverside County Superior Court

# EXHIBIT A

|||||

Name/Address Changes (if any):

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

\_\_\_\_\_

\_\_\_\_\_

### **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**If you are or were an Eligible Employee of Creating a Legacy, Inc. (Defendant or “CALI”) at any time between December 29, 2017 to June 29, 2024, you may be able entitled to receive money from a proposed Settlement.**

**“Eligible Employee” means you are or were an hourly employee of CALI whose work subjected CALI to the minimum wage laws, overtime laws, meal and rest period laws, and other related laws in the California Labor Code and Industrial Welfare Commission Wage Orders.**

*A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.*

#### **PLEASE READ THIS NOTICE.**

**Your legal rights are affected whether you act or don’t act. Your legal rights and options—and the deadlines to use them—are explained in this notice.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	You are not required to take action to receive a payment. If you do nothing, you will automatically receive a payment from the Settlement if the Court finally approves the Settlement. In exchange, you will be bound by the Settlement including the release of all claims covered by the Settlement.
<b>EXCLUDE YOURSELF</b>	Request to be excluded and receive no benefits from the Settlement. If you submit a Request for Exclusion, you will not receive a settlement payment. However, if you are a PAGA Group Member, as defined below, you cannot opt out of the PAGA Payment.
<b>OBJECT</b>	If you wish to object to the Settlement, you may submit a written objection and supporting papers to the Settlement Administrator. Any written objections will be provided to the Court. In order to object, you must not have excluded yourself from the Settlement.

#### **1. Why should you read this Notice?**

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Eduardo Hernandez*

v. *Creating a Legacy, Inc.*, Riverside County Superior Court Case No. CVRI2105846 (the “Action” or “Lawsuit”) that affects your rights. The Defendant in the Action is *Creating a Legacy, Inc.* (referred in this Notice as “Defendant.”)

The Court has granted preliminary approval of a “Settlement Class” defined as follows:

All persons employed in the State of California as an Eligible Employee at any time between December 29, 2017, to June 29, 2024.

The Court has also granted preliminary approval of a “PAGA Group” defined as follows:

All persons employed in the State of California as an Eligible Employee at any time between December 29, 2020, to June 29, 2024.

Defendant’s employment records indicate that you meet one or both of these definitions, which makes you a member of the Settlement Class (referred to in this Notice as a “Class Member”) and possibly a member of the PAGA Group (referred to in this Notice as a “PAGA Group Member”). The Court directed that this Notice be sent to all Class Members and PAGA Group Members to inform you about the case and your rights and options before the Court decides to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to all Class Members who have not opted out of the Settlement and all PAGA Group Members.

This Notice explains the Lawsuit, the Settlement, your legal rights and options, what benefits are available and how to get them.

**NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE PROPOSED SETTLEMENT.**

**2. What is this Lawsuit about?**

On December 29, 2021, Plaintiff Eduardo Hernandez filed a complaint against Defendant on behalf of other employees alleging several violations of California wage and hour laws. Plaintiff filed the Action on behalf of himself and on behalf of all Eligible Employees from December 29, 2017. Plaintiff amended the complaint (referred to in this notice as the “Operative Complaint”) on June 22, 2022. By Plaintiff’s Operative Complaint, Plaintiff alleges that the Defendant committed the following violations: (1) Failure to Pay Minimum Wages; (2) Failure to Provide Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Final Wages; (7) Failure to Provide Accurate and Itemized Wage Statements; (8) Violation of Business & Professional Code section 17200.; and (9) Owes civil penalties under California’s Private Attorneys General Act of 2004, California Labor Code Sections 2698-2699.5 (“PAGA”). Defendant vigorously denies all the claims and contentions made in the Operative Complaint and maintains its fully complied with the law. However, Defendant has agreed to settle the Lawsuit to avoid the expense of litigation.

If you are still employed by Defendant, this proposed Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, Defendant will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s participation or decision not to participate in this proposed Settlement. If a Class Member does not participate, his/her/their share will be paid to those who do participate.

### **3. Why is there a Settlement?**

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation. The Settlement is not an admission of liability by Defendant. Plaintiff and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Class Members.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

### **4. What are the terms of the Settlement?**

Defendant will pay Five Hundred Eighty-Five Thousand Dollars and Zero Cents (\$585,000.00) to settle the Action (the “Maximum Settlement Amount”). The Maximum Settlement Amount includes: (a) all Settlement Payments to Participating Class Members; (b) the Service Award to Plaintiff (“the Class Representative”); (c) the Class Counsel’s attorneys’ fees and costs; (d) a payment to the California Labor and Workforce Development Agency for civil penalties brought under PAGA; (e) all PAGA Payments to the PAGA Group Members; and (f) the reasonable fees and costs of the Settlement Administrator. Defendant will pay their portion of all payroll taxes resulting from the Settlement in addition to the Maximum Settlement Amount.

The Court has preliminarily approved the following payments from the Maximum Settlement Amount. Class Counsel will request that the Court award Class Counsel up to one-third (1/3) of the Maximum Settlement Amount (currently estimated to be One Hundred Ninety-Five Thousand Dollars (\$195,000.00)) in attorneys’ fees and up to Nineteen Thousand Dollars and Zero Cents (\$19,000.00) in out-of-pocket litigation costs, Nine Thousand Nine Hundred Ninety Dollars and Zero Cents (\$9,990.00) for Settlement Administration Costs for the third-party Settlement Administrator, and up to Five Thousand Dollars and Zero Cents (\$5,000.00) for the Service Award for the Class and PAGA Representative in recognition of his time and service to the Class in pursuing the Action and in fulfilling his obligations as the Class and PAGA Representative. Additionally, the Settlement provides for a payment of Sixty Thousand Dollars and Zero Cents (\$60,000.00) (the “LWDA Payment”) to resolve claims under PAGA, of which Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be distributed to the PAGA Group Members and Forty Five Thousand Dollars and Zero Cents (\$45,000.00) will be paid to the California Labor and Workforce Development Agency (“LWDA”). This allocation of the LWDA Payment is required by California law. The final amounts of these various payments are all subject to Court approval.

After deductions of the preceding Court-approved payments, the remaining amount—the “Net Settlement Amount”—will be distributed to those Class Members who have not opted out of the Settlement (the “Participating Class Members”). No portion of the Maximum Settlement Amount will be returned to Defendant.

### **5. How much can I expect to receive?**

Each Participating Class Member will receive a proportionate share of the Net Settlement Amount based on the number of workweeks the person worked for Creating a Legacy, Inc. as an Eligible Employee during the Class Period, defined as the period of time from December 29, 2017 to June 29, 2024. Any workweek in which a Class Member worked at least one day shall be counted as a workweek.

To calculate a Class Member’s Individual Settlement Payment, the Net Settlement Amount will be divided by the

aggregate total number of workweeks of all Participating Class Members, resulting in the “Workweek Value.” Each Participating Class Member’s Individual Settlement Payment will be calculated by multiplying each individual Participating Class Member’s total number of workweeks by the Workweek Value.

Your Compensable Workweeks are: <<Workweeks>>

Your Estimated Individual Settlement Payment is: \$<<Est.SettlementAmt>>

All settlement payments are subject to taxation. Each Individual Settlement Payment will be allocated as follows: (a) 10% as wages that will be subject to deductions and withholdings for the employee’s share of state and federal payroll taxes; and (b) 90% as penalties and interest that will not be subject to deductions and withholdings. Each Participating Class Member will receive an IRS Form W-2 with respect to the portion of the Settlement Payment allocated to wages and an IRS Form-1099 with respect to the portion of the Settlement Payment allocated to penalties and interest, unless said payment is less than or equal to \$600.00. Prior to mailing Settlement checks, the Settlement Administrator will calculate and deduct the employee’s required withholdings and payroll taxes from the “wage” portion of the Settlement payment. Defendant will separately pay the employer’s share of payroll taxes with respect to the “wage” portion of each Settlement payment.

Please note that each Participating Class Member will be responsible for his/her share of taxes attributable to the receipt of an Individual Settlement Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Each PAGA Group Member will receive a proportionate share of the PAGA Payment based on the number of pay periods the person was an Eligible Employee during the PAGA Period, defined as the period of time from December 29, 2020, June 29, 2024. Any pay period in which a PAGA Group Member worked at least one day shall be counted as a pay period.

To calculate a PAGA Group Member’s Individual PAGA Payment, the PAGA Payment will be divided by the aggregate total number of pay periods of all PAGA Group Members, resulting in the “Pay Period Value.” Each PAGA Group Member’s Individual Settlement Payment will be calculated by multiplying each individual PAGA Group Member’s total number of pay periods by the Pay Period Value.

Your Compensable Pay Periods are: <<PayPeriods>>

Your Estimated Individual PAGA Payment is: \$<<Est.PAGAPaymentAmt>>

All settlement payments are subject to taxation. Each Individual PAGA Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each PAGA Group Member will receive an IRS Form-1099 for his or her Individual PAGA Payment, unless said payment is less than or equal to \$600.00.

Please note that each PAGA Group Member will be responsible for his/her taxes attributable to the receipt of an Individual PAGA Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. PAGA Group Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

6. What if I disagree with the number of workweeks and/or pay periods credited to me in this Notice?

The information concerning the number of workweeks and/or pay periods you worked as an Eligible Employee during the Class Period and/or PAGA Period is based on Defendant's records. To dispute this number of workweeks and/or pay periods credited to you, you must send written notice to the Settlement Administrator. To be valid, your written dispute of weeks worked must: (1) include your full name, address, telephone number, and last four digits of the Social Security number; and (2) be accompanied by satisfactory evidence of the actual weeks worked as an Eligible Employee during the Class Period and/or PAGA Period, including any supporting documentation (e.g., copies of your pay stubs). To be timely, your written dispute of workweeks and/or pay periods worked must be mailed by first-class U.S. Mail, or the equivalent, to the Settlement Administrator *at the address provided below*, and be postmarked on or before [REDACTED], 2024.

The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks and/or pay periods should be credited to the Class Member and/or PAGA Group Member. The Settlement Administrator will make the final decision as to how many workweeks and/or pay periods should be credited to the Class Member and/or PAGA Group Member and report the outcome to the Class Member and/or PAGA Group Member.

#### 7. How and when will I get a payment? How do I update my address?

**How do I receive money from the Settlement?** You do not need to do anything to receive your Individual Settlement Payment and/or Individual PAGA Payment. Just watch your mail for a check and cash it when you get it. If you do not exclude yourself from the Settlement, you will automatically receive money from the Settlement. You do not need to make a claim or take any other action to receive your share of the Settlement.

**When will I receive my Settlement payment?** Class Members who do not opt out of the Settlement will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. PAGA Group Members will receive their payments only after the Court grants final approval to the Settlement and after any appeals are resolved. If there are appeals, resolving them can take time. Please be patient.

However, a payment plan has been approved by the Court. On the later of 60 days after entry of judgment or April 1, 2025, Defendant shall deposit \$195,00.00 (the "First Installment") into the Settlement Account. Within 180 calendar days of the First Installment, Defendant shall deposit a \$195,000.00 (the "Second Installment"). Lastly, within 180 calendar days of the Second Installment, Defendant shall deposit a final \$195,000.00 (the "Third Installment").

Payment of Settlement Shares and PAGA Payment Shares shall be sent by the Settlement Administrator via U.S. Mail within fourteen (14) days of its receipt of both the First Installment and the Second Installment. Class Counsel's Fees will be due within seven (7) days of the Third Installment.

**Settlement payment checks must be cashed soon after receipt.** The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Sections 1500 - 1582, in the names of those Participating Class Members and/or PAGA Group Members who did not cash their checks until such time they claim their property. However, a PAGA Group Member who fails to negotiate or receive their PAGA Payment Share check despite the procedures described above shall nevertheless remain bound by the Settlement, shall forfeit those funds, and those funds shall be sent to the LWDA by the Administrator if the collective amount of those checks do not justify the expense of a second distribution to employees who did cash their checks.

**Change of address.** It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your Settlement payment. If you change your address, or if this notice was not mailed to your correct address, you should immediately provide your current address to the Settlement Administrator. The Settlement Administrator can be reached at (xxx) xxx-xxxx, or at the address provided below.

## 8. What claims are being released by the Settlement?

If the Settlement is approved by the Court, a Judgment will be entered by the Court. Upon the Effective Date of the Judgment, all Participating Class Members shall release the Released Parties from the Class Released Claims for the Class Period, which is defined as the period of time between December 29, 2017, June 29, 2024.

The Class Released Claims are defined as all causes of action and claims that were stated in the complaint and those based solely upon the facts alleged in the complaint, including all of the following claims for relief from December 29, 2017, June 29, 2024: (1) Failure to Pay Minimum Wages; (2) Failure to Provide Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Final Wages; (7) Failure to Provide Accurate and Itemized Wage Statements; (8) Violation of Business & Professional Code section 17200; and (8) Violation of Business & Professional Code Section 17200. (“Class Released Claims”). The Class Released Claims only cover the time period of December 29, 2017 June 29, 2024.

Other than for Plaintiff, claims of Participating Class Members, if any, for vested benefits, wrongful termination, unemployment insurance, disability benefits, social security, workers’ compensation, claims while not an Eligible Employee, and claims outside of the Class Period are not encompassed within the definition of “Class Released Claims.”

Any Class Member who does not request exclusion by the applicable deadline will be considered to have accepted the release and to have waived any and all of the Released Claims against the Released Parties.

If the Settlement is approved by the Court, a Judgment will be entered by the Court. Upon the payment of the Third Installment, Plaintiff and the LWDA shall release the Released Parties from the PAGA Released Claims for the PAGA Period, which is defined as the period of time between December 29, 2020, June 29, 2024.

The PAGA Released Claims are defined as all claims for civil penalties under the California Labor Code Private Attorney’s General Act of 2004 that were alleged in Plaintiff’s LWDA Exhaustion Letter and/or in the Action, including claims for relief for: ((1) Failure to Pay Minimum Wages; (2) Failure to Provide Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Final Wages; (7) Failure to Provide Accurate and Itemized Wage Statements (“PAGA Released Claims”). The PAGA Released Claims only cover the time period of December 29, 2020, through June 29, 2024.

PAGA Group Members cannot opt out of or object to the foregoing PAGA Released Claims.

Released Parties for both the Class and PAGA Released Claims include Defendant Creating a Legacy, Inc. and its past and present officers, directors, and employees.

## 9. What are my options?



a. **Do Nothing and Participate in the Settlement.** If you want to participate in the Settlement, you do not have to do anything. You will receive your Individual Settlement Payment automatically if the Settlement is finally approved by the Court. If applicable, you will receive your Individual PAGA Payment automatically if the Settlement is finally approved by the Court.

b. **Exclude yourself from the Settlement.** If you do not want to be part of the Settlement, you can request to be excluded from the Settlement by completing the enclosed Request for Exclusion Form and either mailing it, faxing it, or e-mailing it to the Settlement Administrator. If you exclude yourself, you will not receive your Individual Settlement Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have. To be valid, your Request for Exclusion Form must include your signature and must be timely. You may use the Request for Exclusion Form, which is attached hereto as **Exhibit 1**, to exclude yourself. If you elect to exclude yourself, but do not use the included form, your request for exclusion must: (1) include your full name, address, and last four digits of the Social Security number; (2) your approximate dates of employment with Defendant; and (3) a clear statement that you wish to be excluded from the Settlement in *Eduardo Hernandez v. Creating a Legacy, Inc.*, Case No. CVRI2105846. To be timely, a Request for Exclusion must be mailed by first-class U.S. Mail (or the equivalent), faxed, or e-mailed to the Settlement Administrator at the address, fax number, or e-mail provided below and be postmarked or have a transmission date on or before [REDACTED], 2024.

If applicable, you may not exclude yourself from the PAGA Group and you will receive your PAGA Payment even if you request exclusion.

c. **Object to the Settlement.** If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. If the Court rejects your objection and finally approves the Settlement, you will still be bound by the terms of the Settlement, but you will also receive a monetary award.

To object, you may submit a written objection stating why you object to the Settlement using the included Objection Form, or you may simply appear at the Final Approval Hearing set for [REDACTED], 2024 at [REDACTED] a.m. in the Riverside County Superior Court and discuss your objection with the Court and the Parties at your own expense. Written objections must include: (i) your full name, current address, and last four digits of the Social Security number; (ii) the approximate dates of your employment at Defendants; (iii) the case name and number (*Eduardo Hernandez v. Creating a Legacy, Inc.*, Riverside County Superior Court Case No. CVRI2105846); (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (iv) copies of any papers, briefs, or other documents on which the objection is based, if any; (v) your signature. You may use the Objection Form, which is attached hereto as **Exhibit 2**, to object. To be timely, a written objection must be mailed by first-class U.S. Mail, faxed, or e-mailed to the Settlement Administrator at the address, fax number, or e-mail provided below and be postmarked or have a transmission date on or before [REDACTED], 2024.

Please note that you cannot both exclude yourself and object to the Settlement. In order for you to object to this Settlement, or any term of it, you may not submit a Request for Exclusion.

#### 10. Who are the attorneys representing the Plaintiff and the Settlement Class?

The Court has appointed the following lawyers as "Class Counsel" to represent all Class Members:

MOON LAW GROUP, PC  
Kane Moon

Lilit Ter-Astvatsatryan  
Edwin Kamarzarian  
725 S. Figueroa Street, 31<sup>st</sup> Floor  
Los Angeles, California 90017  
Telephone: 213.232.3128

**11. How will the attorneys for the Settlement Class be paid?**

All payments for Class Counsel's attorneys' fees and costs will be made from the Maximum Settlement Amount. Class Counsel intends to request an award of attorneys' fees up to one-third (1/3) of the Maximum Settlement Amount (currently estimated to be One Hundred and Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00)), plus reimbursement of reasonable, actual out-of-pocket costs incurred in the litigation, up to Nineteen Thousand Dollars and Zero Cents (\$19,000.00). Class Counsel has been prosecuting this Action on behalf of Plaintiff and the Settlement Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs. The Court will decide the amount of fees and expenses to award at the Final Approval Hearing.

**12. When and where will the Court decide to approve the Settlement?**

The Court has preliminarily approved the settlement and will hold a hearing, called a Final Approval Hearing, to decide whether to give final approval to the Settlement. The Court will hold the Final Approval Hearing on \_\_\_\_\_, 2024, at \_\_\_\_\_ a.m., in Department 1 of the Riverside County Superior Court located at 4050 Main Street, Riverside, CA 92501, before the Honorable Harold W. Hopp. At the Final Approval Hearing, the Court will rule on Class Counsel's request for attorneys' fees and litigation costs, the Class Representative Service Award, and the Settlement Administration Costs.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If you did not submit a Request for Exclusion, you or your attorney may appear at the hearing at your own expense and request to be heard. The Final Approval Hearing may be postponed without further notice, except that notice will be provided to any objector.

**13. Will I be subject to discipline if I participate in the Settlement?**

No. Defendant approves the Settlement and will not retaliate in any way against any Class Member for participating in the Settlement. Your decision to participate, not participate, or object to this Settlement will not affect your employment with Creating a Legacy, Inc. or its treatment of you as a former employee.

**14. What is the Settlement Administrator's address?**

Any Request for Exclusion, Notice of Objection, address change request, and all other correspondence intended for the Settlement Administrator must be mailed to the Settlement Administrator at the following address:

*Hernandez v. Creating a Legacy, Inc.*  
c/o Apex Class Action Administrators  
18 Technology Drive, Suite 164  
Irvine, CA 92618  
Tel: (800) 355-0700  
Fax: (949) 878-3536

Email: info@apexclassaction.com

## 15. How Can I Get Additional Information?

If you have questions, you can call the Settlement Administrator at **(800) 523-5773** and/or Class Counsel at **(213) 232-3128**. For the precise terms and conditions of the settlement, you may review the detailed “Joint Stipulation of Class Settlement and Release of Claims” which is available for viewing online, free of charge, at the Settlement Administrator’s website: [**WEBSITE URL**]. The pleadings and other court records in the lawsuit are available online, free of charge, at [**Settlement Administrator WEBSITE URL**]. The records may also can be examined, free of charge, in person at any time during regular business hours at the at the Clerk’s Office of the Superior Court of California, County of Riverside, 4050 Main Street, Riverside, California 92101, or online at <https://www.riverside.courts.ca.gov/OnlineServices/SearchCourtRecords/public-access.php>; or you may contact the Settlement Administrator at Tel: **(XXX) XXX-XXX**. To view the “Joint Stipulation of Class Settlement and Release of Claims” from the Court’s website, it must be purchased and is available for purchase as part of the declaration of Kane Moon, Exhibit 1, filed on [**filing date**]. Additionally, if you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is above, and they will provide you with a copy via e-mail free of charge.

**PLEASE DO NOT CALL OR WRITE THE COURT OR CALI’S MANAGERS, SUPERVISORS,  
OR ATTORNEYS FOR INFORMTION ABOUT THIS SETTLEMENT**

They will not be able to assist you.

# EXHIBIT B



<<PSA ID>>  
<<First Last>>  
<<Address>>  
<<City, State, Zip, Country>>  
Last 4 digits of SSN

Name/Address Changes (if any):

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**REQUEST FOR EXCLUSION**

*You are receiving this form because you may be entitled to receive money from a proposed Class Action Settlement.*

*Use and return this form only if you wish to be excluded from the Class and do not wish to receive a settlement payment. If you exclude yourself from the Class by signing and returning this form, you will not receive your Individual Settlement Payment, you will not be subject to the terms of the Settlement, and you will retain whatever rights you may currently have.*

*If you wish to remain in the Class and receive a settlement payment, you may disregard this form. You do not need to do anything, and you will receive a check by U.S. Mail.*

**To be valid, you must sign, date, and return this Exclusion Request to the Settlement Administrator at the address provided below and be postmarked on or before [redacted], 2024:**

*Hernandez v. Creating a Legacy, Inc.  
c/o Apex Class Action Administrators  
18 Technology Drive, Suite 164  
Irvine, CA 92618*

Tel:(800) 355-0700 | Fax: (949) 878-3536 | Email: info@apexclassaction.com

**I CONFIRM THAT I HAVE RECEIVED NOTICE OF THE PROPOSED SETTLEMENT IN *Eduardo Hernandez v Creating a Legacy, Inc.*, Riverside County Superior Court Case No. CVRI2105846 AND IT IS MY DECISION NOT TO PARTICIPATE IN THE SETTLEMENT. I UNDERSTAND THAT I WILL NOT RECEIVE A SETTLEMENT PAYMENT OR OTHER SETTLEMENT BENEFITS AND WILL NOT BE BOUND BY THE CLASS SETTLEMENT INCLUDING THE RELEASE OF CLASS CLAIMS. HOWEVER, I WILL STILL RECEIVE MY PAGA PAYMENT AND BE SUBJECT TO THE PAGA RELEASE AND OTHER SETTLEMENT TERMS APPLICABLE TO PAGA.**

**Dated:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

# EXHIBIT C



<<PSA ID>>  
<<First Last>>  
<<Address>>  
<<City, State, Zip, Country>>  
Last 4 digits of SSN

Name/Address Changes (if any):

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**OBJECTION FORM**

*You are receiving this form because you may be entitled to receive money from a Class Action Settlement.*

*Use and return this form only if you wish to object to the settlement. If your objection is rejected by the Court, you will receive your Individual Settlement Payment, you will be subject to the terms of the Settlement, and you will release claims as set forth in the Settlement and Notice. However, an oral objection may be made at the final approval hearing instead of submitting a written objection.*

**To be valid, you must sign, date, and return this Objection Form to the Settlement Administrator at the address provided below and be postmarked on or before [redacted], 2024:**

*Hernandez v. Creating a Legacy, Inc.*  
c/o Apex Class Action Administrators  
18 Technology Drive, Suite 164  
Irvine, CA 92618

Tel:(800) 355-0700 | Fax: (949) 878-3536 | Email: info@apexclassaction.com

**I object to the settlement in *Eduardo Hernandez v. Creating a Legacy, Inc.* Riverside County Superior Court Case No. CVRI2105846 because \_\_\_\_\_**

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**Dated:** \_\_\_\_\_

**Signature:** \_\_\_\_\_