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15 INTERNATIONAL CORPORATION; THE
YORK GROUP, INC.; AND SANNIPOLI
16 CORPORATION

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF RIVERSIDE**
19 **RIVERSIDE HISTORIC COURTHOUSE**

20 PEDRO CEDENO, as an individual on behalf of
21 himself and on behalf of all others similarly
situated,

22 Plaintiff,

23 vs.

24 SANNIPOLI CORPORATION, a
25 California Corporation; MATTHEWS
INTERNATIONAL CORPORATION, a
26 Pennsylvania Corporation; THE YORK
27 GROUP, INC., a Delaware Corporation; and
DOES 1-100, inclusive,

28 Defendants.

Lead Case No. CVRI2303826
[Consolidated with Case Nos. CVRI2304132;
CVRI2304915; and CVRI2306853]

[Assigned for all purposed to The Honorable
Harold Hopp, Dept. 1]

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

Date: September 5, 2024
Time: 8:30 a.m.
Dept.: 1

RESERVATION NO: 521059878598

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

SEP 05 2024

S. OVERSTREET

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SEP 09 2024

1 This matter came on for a noticed motion hearing before the Honorable Harold Hopp of
2 the Superior Court of the State of California, in and for the County Riverside, on August 27, 2024,
3 for the motion by Plaintiffs Pedro Cedeno and Santos Martinez Padilla (“Plaintiffs”) for
4 preliminary approval of the Class and PAGA Settlement with Defendants Sannipoli Corporation,
5 MATTHEWS INTERNATIONAL CORPORATION, a Pennsylvania Corporation; THE YORK
6 GROUP, INC. (“Defendants”). The Court, having considered the briefs, argument of counsel and
7 all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion
8 for Preliminary Approval of Class Action and PAGA Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action and PAGA Settlement
11 Agreement (“Agreement”) submitted as Exhibit #1 to Declaration of Chad Saunders in Support of
12 Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement. This
13 preliminary approval is based on the Court’s determination that the Settlement set forth in the
14 Agreement is within the range of possible final approval, pursuant to the provisions of Section 382
15 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all
17 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. The Gross Settlement Amount is Nine Hundred Thousand Dollars (\$900,000.00).
19 It appears to the Court on a preliminary basis that the settlement amount and terms are fair,
20 adequate and reasonable as to all potential Class Members, when balanced against the probable
21 outcome of further litigation and the significant risks relating to certification, liability and damages
22 issues. It further appears that investigation and research have been conducted such that counsel for
23 the Parties are able to reasonably evaluate their respective positions and that settlement at this time
24 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
25 would be presented by the further prosecution of the Action. The Settlement appears to have been
26 reached as the result of serious and non-collusive, arms-length negotiations. The Court therefore
27 preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the
28

1 probable outcome of further litigation and the significant risks relating to certification, liability,
2 and damages issues.

3 4. The Agreement specifies for an attorneys' fees award not to exceed thirty percent
4 (\$300,000) of the Gross Settlement Amount, an award of litigation expenses incurred, and
5 proposed Class Representative Enhancement Awards to the Plaintiffs in an amount not to exceed
6 \$10,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
7 of any enhancement award, until the Final Approval Hearing. Plaintiffs will be required to present
8 evidence supporting these requests, including lodestar, prior to final approval.

9 5. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
10 certification of a class for settlement purposes only. This stipulation will not be deemed admissible
11 in this or any other proceeding should this Settlement not become final. For settlement purposes
12 only, the Court conditionally certifies the following Class: "all current and former non-exempt
13 hourly employees, including Plaintiffs, who worked for Defendants directly or through a staffing
14 agency at a Sannipoli Corporation d/b/a/ Whited Cemetery Service location in California during
15 the Class Period." The Class Period is July 26, 2019, through April 4, 2024.

16 6. The Court concludes that, for settlement purposes only, the Class meets the
17 requirements for certification under section 382 of the California Code of Civil Procedure in that:
18 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of the
21 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
22 the Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a class
23 action is superior to other available methods for the efficient resolution of this controversy; and (f)
24 counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are adequate
25 representatives of the Class.

26 7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
27 Court provisionally appoints Zachary Crosner, Brandon Brouillette, and Chad Saunders from
28 Crosner Legal P.C. and Norman Blumenthal, Kyle Nordrehaug, and Aparajit Bhowmik from

1 Blumenthal Nordrehaug Bhowmik De Blouw as Class Counsel.

2 8. The Court hereby approves, as to form and content, the Court Approved Notice of
3 Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") along with
4 the Objection Form and Request for Exclusion Form, included as Exhibit 1 to the Agreement, and
5 attached to this Order as Exhibit #1. The blanks for dates in these documents shall be filled in by
6 the Administrator before mailing. The Court finds that the Class Notice appears to fully and
7 accurately inform the Class Members of all material elements of the proposed Settlement, of the
8 Class Members' right to be excluded from the Class by submitting a written opt-out request, and
9 of each member's right and opportunity to object to the Settlement. The Court further finds that
10 the distribution of the Class Notice substantially in the manner and form set forth in the
11 Agreement and this Order meets the requirements of due process, is the best notice practicable
12 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
13 thereto. The Court orders the mailing of the Class Notice Packet by first class mail pursuant to the
14 terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect
15 address, the Administrator will promptly search for a more current address and re-mail the Notice
16 Packet no later than seven days after the receipt of the undelivered Class Notice Packet. The
17 Administrator shall provide a declaration detailing the notice process and authenticating a copy of
18 every exclusion form received by the Administrator. Class Counsel shall file this declaration of the
19 Administrator concurrently with the filing of any motion for final approval.

20 9. The Court hereby appoints Apex Class Action Administrators as Settlement
21 Administrator. No later than thirty (30) calendar days after preliminary approval of the Settlement
22 by the Court, Defendants shall provide to the Administrator an electronic spreadsheet with the
23 Class Data. The Administrator will perform address updates and verifications as necessary prior to
24 the mailing of the Class Notice. Using best efforts to mail it as soon as possible, and in no event
25 later than 14 days after receiving the Class information spreadsheet, the Administrator will mail
26 the Class Notice to all Class Members via first-class U.S. Mail.

27 10. The Court hereby preliminarily approves the proposed procedure for exclusion
28 from the Settlement. Any Class Member may individually choose to opt out of and be excluded

1 from the Class as provided in the Class Notice by sending the Request for Exclusion to the
2 Administrator postmarked by no later than the Response Deadline, which is forty-five (45)
3 calendar days after the date of the mailing of the Class Notice Packet. If the Notice Packet is re-
4 mailed, the Response Deadline will be extended an additional 10 days. In its Declaration, the
5 Administrator shall include and authenticate any Request for Exclusions received by the
6 Administrator. Any such person who chooses to opt out of and be excluded from the Class will not
7 be entitled to any recovery under the Settlement and will not be bound by the Settlement or have
8 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
9 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
10 exclusion may only opt out that particular individual, and any attempt to effect an opt out of a
11 group, class, or subclass of individuals is not permitted and will be deemed invalid.

12 11. Any Class Member who has not opted out may appear at the final approval hearing
13 and may object or express the Member's views regarding the Settlement and may present evidence
14 and file briefs or other papers that may be proper and relevant to the issues to be heard and
15 determined by the Court as provided in the Notice. Class Members will have until the Response
16 Deadline to submit their written objections to the Administrator in accordance with the
17 instructions in the Class Notice. If the Class Notice Packet is re-mailed, the Response Deadline for
18 written objections will be extended an additional 10 days. In its Declaration, the Administrator
19 shall include and authenticate any objections received by the Administrator. Alternatively, Class
20 Members may appear at the Final Approval Hearing to make an oral objection.

21 12. A Final Approval Hearing shall be held before this Court on JAN 15 2025 at
22 8:30 a.m. in Department 1 at the Riverside Historic Courthouse of the Riverside County Superior
23 Court located at 4050 Main Street, Riverside, California, to determine all necessary matters
24 concerning the Settlement, including: whether the proposed settlement of the Action on the terms
25 and conditions provided for in the Agreement is fair, adequate and reasonable and should be
26 finally approved by the Court; whether the Final Approval Order and Judgment should be entered
27 herein; whether the plan of allocation contained in the Agreement should be approved as fair,
28 adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs,

1 the enhancement awards, and the expenses of the Settlement Administrator. All papers in support
2 of the motion for final approval and for attorneys' fees, costs and enhancement awards shall be
3 filed with the Court and served on all counsel no later than sixteen (16) court days before the Final
4 Approval Hearing and both motions shall be heard at the Final Approval Hearing. Class Counsel
5 shall provide service of this motion on any objecting party and notice to any objecting party of any
6 continuance of the hearing on the motion for final approval.

7 13. Neither the Settlement nor any exhibit, document, or instrument delivered
8 thereunder shall be construed as a concession or admission by Defendants in any way that the
9 claims asserted have any merit or that this Action was properly brought as a class or representative
10 action, and shall not be used as evidence of, or used against Defendants as, an admission or
11 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
12 omission by Defendants or with respect to the truth of any allegation asserted by any person.
13 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
14 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
15 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
16 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,
17 evidence of a presumption, concession, indication or admission by Defendants of any liability,
18 fault, wrongdoing, omission, concession or damage.

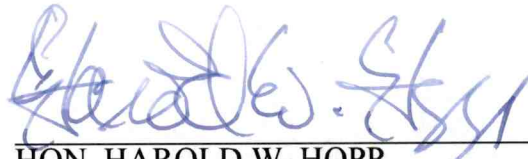
19 14. In the event the Settlement does not become effective in accordance with the terms
20 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
21 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
22 and the Parties shall revert to their respective positions as of before entering into the Agreement,
23 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
24 including all available defenses and affirmative defenses, and arguments that any claim in the
25 Action could not be certified as a class action and/or managed as a representative action. In such
26 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
27 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
28 the Agreement with respect to the effect of the Agreement if it is not approved.

1 15. The Court reserves the right to adjourn or continue the date of the final approval
2 hearing and all dates provided for in the Agreement without further notice to Class Members and
3 retains jurisdiction to consider all further applications arising out of or connected with the
4 proposed Settlement.

5 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
6 further orders of the Court at the Final Approval Hearing.

7 **IT IS SO ORDERED.**

8
9 Dated: Sept. 5, 2024



HON. HAROLD W. HOPP
JUDGE, SUPERIOR COURT OF
CALIFORNIA

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EXHIBIT

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

Cedeno, et al. v. Sannipoli Corp., et al., Superior Court of the
State of California, County of Riverside, Case No. CVRI2303826

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS CLASS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. Instructions are set forth in Section 7 below.
Object	Write to the Administrator about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.
Final Approval Hearing	The Court will hold a Final Approval Hearing at _____ on _____, 2024, at the Riverside County Superior Court, located at 4050 Main Street, Riverside, California, in Department 1 before Judge Harold Hopp. The hearing may be rescheduled by the Court without further notice to you.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class and PAGA action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Riverside (the "Court") has been reached between Plaintiffs Pedro Cedeno and Santos Martinez Padilla ("Plaintiffs") and Defendants Matthews International Corporation, The York Group Inc., and Sannipoli Corporation ("Defendants") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt hourly employees, including Plaintiffs, who worked for Defendants directly or through a staffing agency at a Sannipoli Corporation d/b/a/ Whited Cemetery Service location in California during the Class Period. (“Class Members” or “Class”).

The “Class Period” is July 26, 2019, through April 4, 2024.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is the lawsuit about?

On July 26, 2023, plaintiff Pedro Cedeno initiated a class action against Defendants, entitled *Pedro Cedeno v. Matthews International Corporation, et al.*, Riverside Superior Court, Case No. CVRI2303826 (“Cedeno Class Action”). The Class Action asserted the following class claims against Defendants: (1) violation of California Labor Code §§ 1194, 1197, and 1197.1 (unpaid minimum wages); (2) violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (3) violation of California Labor Code §§ 226.7 and 512 (a) (unpaid meal period premiums); (4) violation of California Labor Code § 226.7 (unpaid rest period premiums); (5) violation of California Labor Code § 226(a) (non-compliant wage statements); (6) violation of California Labor Code §§ 201 and 202 (final wages not timely paid); (7) violation of California Labor Code §§ 2800 and 2802 (unreimbursed business expenses); (8) violation of California Business & Professions Code §§ 17200, et seq. Plaintiff Cedeno also filed a separate complaint (Case No. CVRI2304132) on August 11, 2023, which asserted representative claims seeking civil penalties for the violation of the Private Attorney General Act, California Labor Code section 2698 (“PAGA”) (“Cedeno PAGA Action”). A PAGA claim is a statutory claim brought on behalf of the State of California which seeks recovery only of civil penalties, not damages or wages, which are part of the class settlement. Under the law, the PAGA penalties are required to be paid 75% to the State of California and 25% is divided among employees.

On September 18, 2023, Santos Martinez Padilla filed a class action complaint against Defendants (Case No. CVRI2304915) that alleges the same class claims as the Cedeno Class Action, and a representative PAGA action (Case No. CVRI2306853) on December 21, 2023, that alleges the same PAGA claims as the Cedeno PAGA Action. These complaints were consolidated with the Cedeno Class Action for the purposes of the Settlement. The consolidated case is called “the Action” in this Notice.

Defendants deny and dispute all of Plaintiffs’ claims. Specifically, Defendants contend Plaintiffs and the Class Members were properly compensated for all wages under California law; Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; Defendants did not fail to provide required reimbursement of expenses; Defendants did not fail to timely pay Plaintiffs or any Class Members any wages allegedly due at the time of their termination; Defendants complied with California wage statement requirements; Defendants did not engage in unlawful or unfair business practices; Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; and the Action cannot be maintained as a class action or a PAGA action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>> and determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final approval hearing. The Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of Crosner Legal, P.C. and Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Nine Hundred Thousand Dollars (\$900,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Settlement Payments to Class Members, the Settlement Administration Costs, the Enhancement Awards, Class Counsel Fees and Costs, and the PAGA Penalties for civil penalties. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants.

Within fifteen (15) days of the Effective Date, Defendants will fund the Gross Settlement Amount by depositing the money with the Administrator. The “Effective Date” means the date the Judgment is entered by the Court, or if there are objections or any appeal of the Judgment, the date when any appeal of the Judgment has been resolved (i.e. when the Judgment is no longer subject to appeal). Twenty-one (21) business days after the Effective Date, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Participating Class Members:

- Settlement Administration Costs. Payment to the Administrator, estimated not to exceed \$12,890, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement funds and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees and Costs Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third of the Gross Settlement Amount, which is presently \$300,000, and an additional amount to reimburse actual litigation costs incurred by Class Counsel, not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class and Aggrieved Employees on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Enhancement Awards. Class Representative Service Payments in an amount not to exceed Ten Thousand Dollars (\$10,000.00) each to the two Plaintiffs, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Penalties. A PAGA Penalties payment of \$60,000 to resolve the claim for civil penalties under PAGA, \$45,000 of which will be paid to the State of California’s Labor and Workforce Development Agency. The remaining \$15,000 will be distributed to the

PAGA Employees based on their respective pay periods worked during the PAGA Period, which is June 7, 2022 to April 4, 2024. "PAGA Employees" are all current and former non-exempt employees of Defendants who worked either directly or through a staffing agency at a Whited Cemetery Service location in California employed during the PAGA Period. All Aggrieved Employees will be sent their Individual PAGA Payment and be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the class portion of the Settlement.

Calculation of Individual Settlement Payments to Class Members. After all of the payments of the court-approved Enhancement Awards, the Class Counsel fees and costs payment, the PAGA Penalties, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount", shall be distributed as Individual Settlement Payments to Participating Class Members (meaning those Class Members who do not opt out or exclude themselves from the Class). The Net Settlement Amount is estimated to be \$ _____. The Settlement Administrator will pay an Individual Settlement Payment from the Net Settlement Amount to each Participating Class Member. The Individual Settlement Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day. The number of Workweeks will be based on Defendants' records, however, Class Members may challenge the number of Workweeks as explained below. Your estimated Individual Class Payment is set forth in Section 5 below.

Calculation of Individual PAGA Payments to Aggrieved Employees: The Individual PAGA Payment for each Aggrieved Employee will be calculated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$15,000) by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any Pay Period during which a PAGA Employee worked for Defendants for at least one day during the PAGA Period. The number of PAGA Pay Periods will be based on Defendants' records, however, PAGA Employees have the right to challenge the number of PAGA Pay Periods worked as explained below. Your estimated Individual PAGA Payment is set forth in Section 5 below. You will receive your Individual PAGA Payment (if any) even if you opt out or exclude yourself from the Class.

Tax Matters. Twenty-five percent (25%) of each Individual Settlement Payment is in settlement of wage claims which are subject to wage withholdings and will be reported on IRS Form W-2. Seventy-five percent (75%) of each Individual Settlement Payment is in settlement of claims non-wages, expense reimbursement, interest and penalties, which are not subject to wage withholdings and will be reported on IRS Form 1099. Your Individual PAGA Payment (if any) is also not subject to wage withholdings and will be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members and PAGA Employees. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. Your tax issues are unique to you, and you may want to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

4. What Do I Release Under the Settlement?

Released Class Claims. As Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the wage portion of the Individual Settlement Payments, all Participating Class Members, on behalf of themselves and successors, assigns, agents, attorneys, executors, heirs and personal representatives, release Released Parties from the Released Class Claims. The “Released Class Claims” are those that were alleged in the operative Complaints or PAGA Letter, or arising out of the facts and claims alleged in the operative Complaints and/or PAGA Letter against Defendants or any of the Released Parties, which occurred during the Class Period. 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.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Actions will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and the LWDA are deemed to release, on behalf of themselves and their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged in the operative Complaints or PAGA Letters, or arising out of the facts and claims alleged in the operative Complaints and/or PAGA Letters against Defendants or any of the Released Parties, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendants and Defendants’ officers, directors, employees and agents.

5. How much will my payment be?

Your Individual Settlement Payment: Defendants’ records reflect that you have << ____ >> Workweeks during the Class Period. **Based on this information, your estimated Individual Settlement Payment is << ____ >>**, minus applicable withholdings and deductions.

Your Individual PAGA Payment: Defendants' records reflect that you have << _____ >> PAGA Pay Periods during the PAGA Period. **Based on this information, your estimated Individual PAGA Payment is << _____ >>.**

Your Individual Settlement Payment and Individual PAGA Payments may be paid together in a single check, at the discretion of the Administrator.

If you wish to challenge the information set forth above, then you must submit a written dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Notice no later than the 30 days after the mailing of this Notice. The deadline for submitting a dispute is _____. You may also fax the dispute to _____ or email the dispute to _____ by no later than the deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your share of the Settlement will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action Administration, [ADDRESS], (800) _____.

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement. Please note the hearing could be rescheduled by the Court without further notice to you. If the Court approves the Settlement and there are no objections or appeals, the settlement payments will be mailed approximately two months after this hearing. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

Your settlement check must be cashed within 180 days after it is mailed. If your check is lost or misplaced, you should contact the Administrator immediately by phone to request a replacement ((800) _____). For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall redistribute the funds represented by such checks to the Participating Class Members who did cash their checks on a pro-rata basis using the same formulas described above.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class or "opt out." **If you opt out, you will NOT receive your Individual Class Payment and you will not be bound by the release of Released Class Claims.** However, PAGA Employees who opt out of the Class will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims, regardless of their request for exclusion from the Class.

To opt out of the Class, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [forty-five (45) days after the mailing of the Notice]. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. A Request for Exclusion form is included with this Notice. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the

Cedeno v. Sannipoli Corp. lawsuit.” The Request for Exclusion must state the Class Member’s full name, address, telephone number, last four digits of social security number for verification purposes, the approximate dates of employment in California by Defendants, and the name and number of the case, which is *Cedeno v. Sannipoli Corp., et al.*, Case No. CVRI2303826. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is *Cedeno v. Sannipoli Corp.* Administrator, c/o Apex Class Action Administration, [ADDRESS]. Absent good cause found by the Court, written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don’t agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys’ fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should include the Class Member’s name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Cedeno v. Sannipoli Corp., et al.*, in the Superior Court of the State of California, County of Riverside, Case No. CVRI2303826. An Objection form is included with this Class Notice.

All written objections must be mailed to the *Cedeno v. Sannipoli Corp.* Administrator, c/o Apex Class Action Administration, [ADDRESS], no later than the Response Deadline which is _____ [forty-five (45) days after the mailing of the Notice]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing on _____ at _____ to make an oral objection without submitting a written objection. At this time, all hearings will be held remotely. The hearing may also be rescheduled by the Court without further notice to you. If you need assistance, you may contact Class Counsel. Please check the Court’s tentative ruling website for current information concerning appearances and how to attend Court proceedings remotely:
<https://www.riverside.courts.ca.gov/OnlineServices/TentativeRulings/tentative-rulings.php>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Settlement Payment. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The addresses for Parties’ counsel are as follows:

Class Counsel:

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Brandon Brouillette
Chad Saunders
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La Jolla, CA 92037
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Email: kyle@bamlawca.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, in Department 1 of the Superior Court of California, County of Riverside, located at 4050 Main Street, Riverside, CA 92501, before Judge Harold W. Hopp. While the Court determined at preliminary approval that there is sufficient evidence to suggest the proposed settlement is fair, adequate, and reasonable, the Court will make a final determination on these issues at the Final Approval Hearing. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to approve the amount of attorneys' fees, costs and enhancement awards to be awarded. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Administrator at _____ or write *Cedeno v. Sannipoli Corp.* Administrator, c/o Apex Class Action Administration, [ADDRESS]; or contact Class Counsel.

This Notice summarizes the proposed settlement. More details are in the Class Action and PAGA Settlement Agreement ("Agreement"). The Agreement, the Judgment and other relevant settlement documents be posted on the Settlement Administrator's website for this settlement: << _____ >>. You may also get more details by examining the Court's file via the Public Access site for the California Superior Court for the County of Riverside (<https://ecomm1.riverside.courts.ca.gov/>) and entering the Case No. CVRI2303826. The Agreement can be found in the Court file located at 4050 Main Street, Riverside, CA 92501 as Exhibit #1 to the Declaration of Chad Saunders, filed on _____.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

PEDRO CEDENO, as an individual on behalf
of himself and on behalf of all others similarly
situated,

Plaintiff,

vs.

SANNIPOLI CORPORATION, a
California Corporation; MATTHEWS
INTERNATIONAL CORPORATION, a
Pennsylvania Corporation; THE YORK
GROUP, INC., a Delaware Corporation; and
DOES 1-100, inclusive,

Defendants.

CASE NO.: CVRI2303826

OBJECTION FORM

Hearing Date: _____

Hearing Time: _____

Judge: Hon. Harold W. Hopp

Dept.: 1

OBJECTION FORM

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR (APEX CLASS ACTION ADMINISTRATION) AT THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE _____.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection.

I OBJECT to the *Cedeno v. Sannipoli Corp.* Settlement for the following reasons:

[Form continues on reverse side]

(Your Signature)

(Date)

(Print Your Name)

(Your Address)

(Print Last Four Digits of Social Security Number)

(City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

MAIL TO THE ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NOT LATER THAN
_____, 2024:

Cedeno v. Sannipoli Corp. Administrator
c/o Apex Class Action Administration
[ADDRESS]

REQUEST FOR EXCLUSION FORM

Cedeno, et al. v. Sannipoli Corp., et al., Superior Court of the State of California, County of Riverside, Case No. CVRI2303826

To exclude yourself or "opt out" from the Class, complete, sign, and date this form, and then mail it on or before _____, 2024 to the Administrator at the following address:

Cedeno v. Sannipoli Corp.
c/o Apex Class Action Administrators
[ADDRESS]

INSTRUCTIONS

A. Only complete and return this form if you do **NOT** want to be included in the class action portion of the Settlement. You will **NOT** receive an Individual Class Payment Share if you return this form and you will not be bound by the release of Released Class Claims, as described in the settlement notice. However, PAGA Employees who opt-out of the Class will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of their request for exclusion.

B. To exclude yourself or "opt out", complete, sign, date and return this form. To be effective, this form should be filled out completely and postmarked on or before _____, 2024.

C. You are responsible for maintaining a copy of the fully completed form and proof of mailing.

I want to **OPT-OUT** of the Class in the lawsuit entitled *Cedeno, et al. v. Sannipoli Corp., et al.*, Superior Court of the State of California, County of Riverside, Case No. CVRI2303826. I understand that by requesting to be excluded from the Class, I will not receive an Individual Settlement Payment, as described in the accompanying Class Notice.

Name: _____

Address: _____

Telephone Number: _____

Last 4 Digits of SSN: _____

Dates of Employment with Sannipoli Corp. d/b/a Whited Cemetery Services:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Sign your name here)

Date