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13 LEGACY, INC.

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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF RIVERSIDE**

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

19 Plaintiff,

20 vs.

21
22 CREATING A LEGACY, INC., a California
corporation; and DOES 1 through 10, inclusive

23
24 Defendants.

Case No. CVRI2105846

[Assigned For All Purposes to the Honorable
Harold W. Hopp, Department 1]

**JOINT STIPULATION TO CONTINUE
JANUARY 31, 2025 MOTION FOR
FINAL APPROVAL AND CASE
MANAGEMENT CONFERENCE;
~~PROPOSED~~ ORDER**

Action Filed: December 29, 2021
First Amended Complaint Filed: June 22,
2022

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28 **JOINT STIPULATION TO CONTINUE JANUARY 31, 2025 HEARING ON THE MOTION
FOR FINAL APPROVAL AND CASE MANAGEMENT CONFERENCE; ~~PROPOSED~~
ORDER**

1 Plaintiff EDUARDO HERNANDEZ (“Plaintiff”) and Defendant CREATING A LEGACY,
2 INC. (“Defendant”), (collectively, the “Parties”), by and through their counsel, jointly stipulate as
3 follows:

4 WHEREAS, following the September 20, 2024 hearing on the Motion for Preliminary
5 Approval, and as part of the process of the administration process, the Parties became aware that the
6 class list provided to the administrator was inadvertently missing a portion of the respective Class
7 Members who did not receive the Court approved Notice of Proposed Class Action Settlement (the
8 “Class Notice”);

9 WHEREAS, some Class Members received a Class Notice (the “Original Group”), and some
10 Class Members did not receive the Original Notice (the “Missing Group”) due to Defendant’s
11 inadvertent mistake;

12 WHEREAS, the Parties and the Administrator met and conferred to correct the class list;

13 WHEREAS, the Parties agree that, to correct the inadvertent issue, it is prudent to provide a
14 letter to the Original Group alerting them that the Class Notice they received contains an incorrect
15 Estimated Individual Settlement Payment and an incorrect Estimated Individual PAGA Payment (the
16 “Correction Letter”);

17 WHEREAS, a true and correct copy of the Correction Letter to be sent to those employees
18 who received the Original Notice is attached hereto as **Exhibit A**;

19 WHEREAS, both the Missing Group and the Original Group will now receive the Class
20 Notice;

21 WHEREAS, the Escalator Clause in the Parties’ settlement agreement was triggered once the
22 Missing Group was discovered;

23 WHEREAS, Defendant has agreed to pay an additional \$123,797.50 increase to the gross
24 settlement sum (44,568.71 current total workweeks - 37,789 previous total workweeks = 6797.71
25 excess workweeks x \$18.26 workweek value = **\$123,797.50**);

26 WHEREAS an updated Class Notice containing the new Gross Settlement Sum, Attorneys’
27 Fees, and Settlement Administration Costs is attached hereto as **Exhibit B** (the “Corrected Notice”),
28 and a true and correct redlined version showing the changes made to the Class Notice is attached

1 hereto as **Exhibit C**;

2 WHEREAS, as part of the amended notice, the Parties have worked with the administrator
3 to amend the timeline for the administration process;

4 WHEREAS, the 24 employee increase to the total number of class members, the mailing of
5 the Correction Letter, and the cost of the original Class Notice will not increase the total cost of the
6 administration;

7 WHEREAS, the Parties agree, and respectfully request, that the currently scheduled hearing
8 on the Motion for Final Approval for January 31, 2025 be continued at least 90 days to coincide with
9 the amended timeline;

10 THEREFORE, it is hereby stipulated and agreed by the Parties:

- 11 1. The Parties respectfully request that the Court continue the hearing on the Motion for
12 Final Approval to a date most convenient to the Court that is no earlier than May _____,
13 2025;
- 14 2. The Case Management Conference currently on calendar for January 31, 2025 be
15 rescheduled to be heard concurrently with the Motion for Final Approval; and
- 16 3. The Parties respectfully request that the Court approve the mailing of the Corrected
17 Notice attached hereto as **Exhibit B** and approve the mailing of the Correction Letter
18 attached hereto as **Exhibit A**.

19 Respectfully submitted,

20 Dated: January 6, 2025

MOON LAW GROUP, PC

21 By: /s/ Edwin Kamarzarian

22 Kane Moon
23 Allen Feghali
24 Edwin Kamarzarian

Counsel for Plaintiff

25 Counsels Signature on Following Page
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27
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1 DATED: January 6, 2025

FITZGERALD & MULÉ, LLP

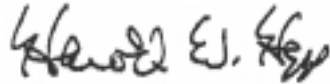
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3 By: /s/ Jana FitzGerald

4 David B. Mulé
5 Jana FitzGerald
6 Attorneys for Defendant
7 CREATING A LEGACY, INC.
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~~PROPOSED~~ ORDER

FOR JUST AND GOOD CAUSE, THE COURT HEREBY ORDERS THE FOLLOWING: pursuant to the Parties' stipulation,

- 1. The Motion for Final Approval scheduled for January 31, 2025, is hereby continued to May 1 , 2025.
- 2. The Case Management Conference scheduled for January 31, 2025, is hereby continued to May 1 , 2025.
- 3. The Corrected Notice attached hereto as **Exhibit B** shall be mailed to all Class Members within 7 days of this Order, and The Correction Letter attached hereto as **Exhibit A** shall be mailed to all affected Class Members within 7 days of this Order.



Dated: Re v æ Å ÆGG

THE HONORABLE HAROLD W. HOPP

EXHIBIT A

|||||
|||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

CORRECTION TO NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Earlier this year, you received a notice explaining that, 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.

That previous notice (the “Original Notice”) incorrectly calculated your proportionate share of the Net Settlement Amount, based on the number of workweeks you worked for CALI, as shown below:

CLASS MEMBERS

- Your Compensable Workweeks were calculated as: <<Workweeks>>
- Your Estimated Individual Settlement Payment was calculated as: \$<<Est.SettlementAmt>>

PAGA GROUP MEMBERS

- Each PAGA Group Member will receive a proportionate share of the PAGA Payment based on the number
 - Your Compensable Pay Periods are: <<PayPeriods>
 - Your Estimated Individual PAGA Payment is: \$<<Est.PAGAPaymentAmt>>

Unfortunately, the calculations provided to you above as part of the Original Notice were incorrect, as they were based on data that was inadvertently missing a portion of the individuals who were “Eligible Employees,” i.e., employees that 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.

As a result of there being a larger group of Eligible Employees now, and pursuant to the Settlement Agreement, Defendant has agreed to increase the Maximum Settlement Amount described in that the Original Notice.

The Corrected Notice enclosed with this letter is the correct notice that applies to you, as an Eligible Employee. Please read it carefully.

**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>>

Name/Address Changes (if any):

CORRECTED 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	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.
EXCLUDE YOURSELF	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.
OBJECT	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 Seven Hundred and Eight Thousand Seven Hundred Ninety Seven Dollars and Fifty Cents (\$708,797.50) 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 Two Hundred Thirty Six Thousand Two Hundred Sixty Five Dollars and Eighty Three Cents (\$236,265.83) 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], 2025.

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 \$236,265.84 (the "First Installment") into the Settlement Account. Within 180 calendar days of the First Installment, Defendant shall deposit a \$236,265.83 (the "Second Installment"). Lastly, within 180 calendar days of the Second Installment, Defendant shall deposit a final \$236,265.83 (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], 2025.

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], 2025 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], 2025.

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
Allen Feghali
Edwin Kamarzarian
725 S. Figueroa Street, 31st 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 Two Hundred Thirty Six Thousand Two Hundred Sixty Five Dollars and Eighty Three Cents (\$236,265.83), 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 [REDACTED], 2025, at [REDACTED] 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 C

|||||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

CORRECTED 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	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.
EXCLUDE YOURSELF	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.
OBJECT	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 Seven Hundred and Eight Thousand Seven Hundred Ninety Seven Dollars and Fifty Cents (\$708,797.50)~~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 Two Hundred Thirty Six Thousand Two Hundred Sixty Five Dollars and Eighty Three Cents (\$236,265.83)~~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 , [20242025](#).

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 ~~\$236,265.84 195,000.00~~ (the "First Installment") into the Settlement Account. Within 180 calendar days of the First Installment, Defendant shall deposit a ~~\$236,265.83 195,000.00~~ (the "Second Installment"). Lastly, within 180 calendar days of the Second Installment, Defendant shall deposit a final ~~\$236,265.83 195,000.00~~ (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], [20242025](#).

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], [20242025](#) 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], [20242025](#).

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~~ [Allen Feghali](#)
Edwin Kamarzarian
725 S. Figueroa Street, 31st 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 Two Hundred Thirty Six Thousand Two Hundred Sixty Five Dollars and Eighty Three Cents (\$236,265.83)~~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 20242025, 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 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.