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on behalf of herself and all others similarly situated and aggrieved

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF RIVERSIDE**

12 IRENE AVALOS, an individual, and on behalf
of all others similarly situated and aggrieved,

13 Plaintiff,

14 v.

15 NEWBASIS LLC, a Texas Limited Liability
Company; ANGEL TOPETE, an individual;
16 and DOES 1 through 100, inclusive,

17 Defendant.
18
19
20

Lead Case No.: CVRI2204793

Related Case No.: CVRI2300086

[Assigned for all purposes to the Honorable
Harold Hopp in Dept 1]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

1 This Court, having considered the Motion of Plaintiff, Irene Avalos (“Plaintiff”) for Preliminary
2 Approval of the Class Action and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations of
4 Megan R. Lazar, David D. Bibiyan, Irene Avalos, and Sean Hartranft, the Class and PAGA
5 Settlement Agreement (the “Settlement,” “Settlement Agreement” or “Agreement”), the proposed
6 Notice of Proposed Class Action Settlement and Date for Final Approval Hearing (“Class Notice”),
7 and other documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS,**
8 **ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference into
10 this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement Class
12 Members” or “Class Members”) for the purpose of settlement only: all persons employed by
13 Defendant NewBasis LLC (“Defendant”) in California and classified as a non-exempt hourly paid
14 employee at any time during the period from December 3, 2020 through November 24, 2024 (“Class
15 Period”).

16 3. The Court preliminarily appoints the named Plaintiff, Irene Avalos as the Class
17 Representative.

18 4. The Court also preliminarily appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law
19 Group, P.C. as Class Counsel.

20 5. The Court preliminarily approves the proposed class settlement upon the terms and
21 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
22 settlement appears to be within the range of reasonableness of settlement that could ultimately be
23 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
24 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
25 probable outcome of further litigation relating to liability and damages issues. It further appears that
26 extensive and costly investigation and research has been conducted such that counsel for the Parties
27 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
28 that the settlement at this time will avoid substantial additional costs to all Parties, as well as the delay

1 and risks that would be presented by the further prosecution of the Action. It further appears that the
2 settlement has been reached as the result of intensive, non-collusive and arms-length negotiations
3 utilizing an experienced third-party neutral.

4 6. The Court approves, as to form and content, the Class Notice Packet to be distributed
5 to Class Members which includes the Class Notice that is attached hereto as Exhibit “A,” the
6 Exclusion Request Form attached hereto as Exhibit “B,” and the Objection to Settlement Form
7 attached hereto as Exhibit “C”.

8 7. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to the
9 Class Members in accordance with the procedures set forth in the Settlement Agreement. The Court
10 finds that dissemination of the Class Notice set forth in the Settlement Agreement complies with the
11 requirements of law and appears to be the best notice practicable under the circumstances.

12 8. The Court hereby preliminarily approves the definition and disposition of the Gross
13 Settlement Amount of \$875,000.00, which is inclusive of: attorneys’ fees of up to one third (1/3) of
14 the Gross Settlement Amount, which, if not escalated pursuant to the Settlement Agreement, amounts
15 to \$291,666.67, in addition to actual costs incurred of up to \$30,000.00; a service award of up to
16 \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$11,780.00; and Private
17 Attorneys’ General Act of 2004 (“PAGA”) penalties in the amount of \$87,500.00 of which
18 \$65,625.00 (75%) will be paid to the Labor and Workforce Development Agency (“LWDA”) and
19 \$21,875.00 (25%) to “Aggrieved Employees,” defined as all persons employed by Defendant in
20 California and classified as a non-exempt, hourly-paid employee at any time during the period from
21 November 2, 2021 through the end of the Class Period (the “PAGA Period”).

22 9. The Gross Settlement Amount expressly excludes Employer Taxes, which will be paid
23 separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

24 10. “Workweek” means any week during which a Class Member was employed by
25 Defendant for at least one day in a non-exempt, hourly-paid position during the Class Period in
26 California.

27 11. The Settlement is based on the assumption that there were 28,742 Workweeks during the
28 period from December 3, 2020, through September 19, 2024. In the event the number of Workweeks

1 during the Class Period increases by more than 10%, or an additional 2,874 Workweeks, then the
2 Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 31,616
3 Workweeks. The Workweek value shall be calculated by dividing the Settlement amount (\$875,000)
4 by 28,742, which amounts to a Workweek value of \$30.44. Thus, for example, if there are 32,000
5 Workweeks during the Class Period, the Gross Settlement Amount shall be increased by \$11,688.96
6 ((32,000 Workweeks – 31,616 Workweeks) x \$30.44 per Workweek).

7 12. The Court deems Apex Class Action Administration (“Settlement Administrator” or
8 “Apex”), the Settlement Administrator, and payment of administrative costs, not to exceed
9 \$11,780.00 out of the Gross Settlement Amount for services to be rendered by Apex on behalf of the
10 class.

11 13. Not later than 15 days after the Court grants Preliminary Approval of the Settlement,
12 Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft
13 Excel spreadsheet. “Class Data” means Class Member identifying information in Defendant’s
14 custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es);
15 (3) last known Social Security Number(s); and (4) number of Class Period Workweeks and PAGA
16 Pay Periods.

17 14. To protect Class Members’ privacy rights, the Administrator must maintain the Class
18 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
19 and restrict access to the Class Data to Administrator employees who need access to the Class Data
20 to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify
21 Class Counsel if it discovers that the Class Data omitted class member identifying information and
22 to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of
23 the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their
24 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
25 issues related to missing or omitted Class Data.

26 15. Using best efforts to perform as soon as possible, and in no event later than 14 days
27 after receiving the Class Data, the Administrator will send to all Class Members identified in the
28 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice Packet with

1 Spanish translation, substantially in the form attached to the Agreement.

2 16. Not later than three (3) business days after the Administrator’s receipt of any Class
3 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
4 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
5 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the
6 most current address obtained. The Administrator has no obligation to make further attempts to locate
7 or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8 17. “Response Deadline” means forty-five (45) days after the Administrator mails Notice
9 to Class Members and Aggrieved Employees, and shall be the last date on which Class Members
10 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his/her/their Objection to the
11 Settlement. Class Members to whom Notice Packets are resent after having been returned
12 undeliverable to the Administrator shall have an additional fifteen (15) days beyond the Response
13 Deadline has expired.

14 18. Only Participating Class Members may object to the class action components of the
15 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or amounts
16 requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or
17 Class Representative Service Payment. Participating Class Members may send written objections tby
18 completing the Objection Form and mailing it to the Administrator. In the alternative, Participating
19 Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal
20 objections at the Final Approval Hearing. A Participating Class Member who elects to send a written
21 objection to the Administrator must do so not later than forty-five (45) days after the Administrator’s
22 mailing of the Class Notice (plus an additional fifteen (15) days for Class Members whose Class
23 Notice was re-mailed).

24 19. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement
25 must complete the Request for Exclusion Form and mail it to the Administrator not later than 45 days
26 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
27 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
28 representative, signed by the Class Member, that reasonably communicates the Class Member’s

1 election to be excluded from the Settlement and includes the Class Member's full name, signature,
2 the last four digits of their Social Security Number, address, and email address or telephone number.
3 To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

4 20. The Administrator may not reject a Request for Exclusion as invalid because it fails to
5 contain all the information specified in the Class Notice. The Administrator shall accept any Request
6 for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a
7 Class Member and the Class Member's desire to be excluded. The Administrator's determination
8 shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has
9 reason to question the authenticity of a Request for Exclusion, the Administrator may demand
10 additional proof of the Class Member's identity. The Administrator's determination of authenticity
11 shall be final and not appealable or otherwise susceptible to challenge.

12 21. Every Class Member who does not submit a timely and valid Request for Exclusion is
13 deemed to be a Participating Class Member under the Agreement, entitled to all benefits and bound
14 by all terms and conditions of the Settlement, including the Participating Class Members' Releases
15 under the Agreement, regardless of whether the Participating Class Member actually receives the
16 Class Notice or objects to the Settlement.

17 22. Every Class Member who submits a valid and timely Request for Exclusion is a Non-
18 Participating Class Member and shall not receive an Individual Class Payment or have the right to
19 object to the class action components of the Settlement. Because future PAGA claims are subject to
20 claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved
21 Employees are deemed to release the claims in the Agreement and are eligible for an Individual
22 PAGA Payment. In other words, any Class Member who worked during the PAGA Period and who
23 submits a valid and timely Request for Exclusion from the Class Settlement will still be bound by the
24 PAGA Settlement and issued an Individual PAGA Payment, regardless of whether they submit a
25 Request for Exclusion.

26 23. Each Class Member shall have 45 days after the Administrator mails the Class Notice
27 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
28 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the

1 Class Notice. The Class Member may challenge the allocation by communicating with the
2 Administrator via mail. The Administrator must encourage the challenging Class Member to submit
3 supporting documentation. In the absence of any contrary documentation, the Administrator is
4 entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are
5 consistent with the Class Data. The Administrator's determination of each Class Member's allocation
6 of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to
7 challenge. The Administrator shall promptly provide copies of all challenges to calculation of
8 Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's
9 determination the challenges.

10 24. If a Class Member submits both an objection and a Request for Exclusion, the Request
11 for Exclusion will control, and the Objection will be overruled.

12 25. Before the date by which Plaintiff is required to file the Motion for Final Approval of
13 the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a declaration
14 suitable for filing in Court attesting to its due diligence and compliance with all of its obligations
15 under the Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
16 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
17 number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of
18 written objections and attach the Exclusion List. The Administrator must ensure that the last four
19 digits of a Class Member's Social Security Number are properly redacted prior to filing any
20 documents with the Court containing this information. The Administrator will supplement its
21 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for
22 filing the Administrator's declaration(s) in Court.

23 26. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
24 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
25 Administrator no later than 30 days after the Effective Date.

26 27. Within 15 days after Defendant funds the Gross Settlement Amount, the Administrator
27 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
28 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class

1 Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement
2 of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
3 Representative Service Payment shall not precede disbursement of Individual Class Payments, and
4 the Individual PAGA Payments.

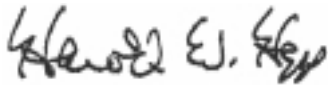
5 28. For any Class Member whose Individual Class Payment check or Individual PAGA
6 Payment check is uncashed and cancelled after the void date (180 days), the Administrator shall
7 transmit the funds represented by such checks to the California State Controller's Office, Unclaimed
8 Property Division in the name of the Aggrieved Employee thereby leaving no unpaid residue pursuant
9 to the requirements of Code of Civil Procedure section 384.

10 29. All papers filed in support of final approval, including supporting documents for
11 attorneys' fees and costs, shall be filed by September 29, 2026.

12 30. A Final Fairness and Approval Hearing shall be held with the Court on October 21,
13 2026 at 8:30 a.m. in Department 1 of the above-entitled Court to determine: (a) whether the proposed
14 settlement is fair, reasonable and adequate, and should be finally approved by the Court; (b) the
15 amount of attorneys' fees and costs to be awarded to Class Counsel; (c) the amount of service award
16 to the Class Representative; (d) the amount to be paid to the Settlement Administrator; and (e) the
17 amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

18 **IT IS SO ORDERED.**

19
20 Dated: _____
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22 Judge of the Superior Court
23 Honorable Harold W. Hopp
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EXHIBIT A

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

Irene Avalos v. NewBasis LLC et. al.

(County of Riverside, California Superior Court Case No. CVRI2204793)

As an hourly, non-exempt employee who works or worked for NewBasis LLC in California, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of NewBasis LLC and Angel Topete, (“Defendants”) show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all current and former non-exempt, hourly-paid employees who worked in California for Defendants at any time from December 3, 2020 through November 24, 2024.

The settlement is to resolve a class action lawsuit, captioned *Irene Avalos v. NewBasis LLC et. al.*, pending in the Superior Court of California for the County of Riverside, Case Number CVRI2204793 (the “Lawsuit”), alleging, among other things, claims for: (1) failure to pay overtime wages, (2) failure to pay minimum wages, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) waiting time penalties, (6) wage statement violations, (7) failure to pay timely wages, (8) failure to indemnify, and (9) unfair competition. Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations. Plaintiff also seeks penalties under California Labor Code Private Attorneys’ General Act (“PAGA”).

- On [REDACTED], Riverside County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you were employed by Defendant in California and classified as a non-exempt, hourly-paid employee at any time during November 2, 2021 through the end of the Class Period (“PAGA Period”), then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

<p>OBJECT TO THE SETTLEMENT</p>	<p>If you do not opt out, you may write to the Settlement Administrator, Apex Class Action Administration (“Apex”) about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED] in Department 1 of the Riverside County Superior Court, located at 4050 Main Street Riverside, CA 92501.</p>
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The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED] in the Riverside Superior Court, located at 4050 Main Street Riverside, CA 92501, in Department 1. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants’ records show that you currently work, or previously worked, for Defendants as an hourly, non-exempt employee in California during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Irene Avalos was an hourly, non-exempt employee of Defendants. She is the “Plaintiff” in this case and is suing on behalf of herself and Class Members for Defendant’s alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, waiting time penalties, (6) wage statement violations, failure to pay timely wages, failure to indemnify, and unfair competition.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys’ General Act (“PAGA”).

Defendants deny all the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$875,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$11,780.00 (2) a service award of up

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

to \$7,500.00 to Irene Avalos for her time and effort in pursuing this case; (3) not more than one-third (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement Agreement, amounts to \$291,666.67; (4) up to \$30,000.00 in litigation costs to Class Counsel, according to proof; (5) payment allocated to PAGA penalties in the amount of \$87,500.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$65,625.00, will be paid to the LWDA and twenty-five percent (25%), or \$21,875.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$446,553.33 will be available for distribution to Class Members (“Net Settlement Amount”).

The Settlement is based on the assumption that were -28,742 Workweeks during the period from December 3, 2020, through September 19, 2024. In the event the number of Workweeks during the Class Period increases by more than 10%, or an additional 2,874 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 31,616 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement amount (\$875,000) by 28,742, which amounts to a Workweek Value of \$30.44. Thus, for example, if there are 32,000 Workweeks, the GSA shall be increased by \$11,688.96 ((32,000 Workweeks – 31,616 Workweeks) x \$30.44 per Workweek.).

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Defendant in California during the Class Period (“Eligible Workweeks”). Specifically, Class Members’ payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual’s Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, individuals who were employed by Defendant between November 2, 2021 through the end of the Class Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$21,875.00, allocated as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each Aggrieved Employee between November 2, 2021 through the end of the Class Period (*i.e.*, the PAGA Period).

Defendant’s records indicate that you worked [REDACTED] Workweeks as an hourly, non-exempt employee in California during the Class Period and [REDACTED] Workweeks during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award].

Tax Reporting

Payments to Class Members as PAGA Payments shall be designated as penalties. All other payments to Class Members from the Net Settlement Amount shall be designated 20% as wages and 80% as penalties and interest. The Settlement Administrator will be responsible for issuing a form W-2 to each Class Member for the amount each receives for unpaid “wages” and any IRS Form 1099s required by law. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 calendar days from the date initially mailed by the Settlement Administrator, such funds shall escheat to the State and shall be sent by the Settlement Administrator to the State Controller’s Office, Unclaimed Property Division, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

Any and all claims against Defendant and the Released Parties that have been asserted against Defendant, or could have been based on the facts asserted in the Operative Complaint in the Action, including, without limiting the foregoing: claims for failing to accurately track and/or pay for all minutes worked, including for time spent performing pre-shift, post-shift, and other off-the-clock work, donning and doffing, attending off-the-clock company meetings; undergoing security screenings or temperature checks, and waiting in line to clock in; detrimental rounding and manipulation or editing of employee time entries; failure to pay split-shift premiums and reporting time pay; failure to pay all overtime wages; failure to pay all minimum wages; failure to include all forms of remuneration in employees’ regular rate of pay; failure to pay all wages owed; failure to provide meal periods or additional pay in lieu thereof; failure to provide rest breaks or additional pay in lieu thereof; inaccurate itemized wage statements; preventing employees from taking cooldown rest periods or providing additional pay in lieu thereof; failure to reimburse for all necessary business expenses (including but not limited to cell phones, personal vehicles, mileage and gas, uniforms, shoes, laundry costs, and tools and safety equipment); failure to reimburse deposits made, including uniform deposit; failure to timely pay all wages owed during employment and upon separation; unlawful deductions; failure to maintain accurate timekeeping, payroll, and personnel records; failure to furnish employment records (including timekeeping, payroll, and personnel records) and provide employees the opportunity to inspect the same; failure to provide notice of material terms of employment; failure to provide paid sick leave, COVID-19 supplemental sick leave, and notice of the same to employees; failure to provide notice of COVID-19 exposure to local public health agencies; failure to pay all vacation time and paid time off upon separation; failure to provide suitable seating; failure to furnish and use safety devices and safeguards; failure to provide and maintain a healthy and safe work environment; failure to do everything reasonably necessary to protect the life, safety, and health of employees; failure to give sufficient and proper notice of COVID-19 exposure and maintain records relating to the same; failure to provide adequate and readily accessible sanitation facilities, cleaning schedules, an adequate number of cleansing agents, and a sufficient number of toilets to be used; requiring employees to unlawfully waive protections of the FEHA or the Labor Code; preventing employees from using or disclosing the skills, knowledge, and experience they obtained from their employment for purposes of competing with Defendant; preventing employees from disclosing violations of state and federal law, information about unsafe or discriminatory working conditions, or any other unlawful

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

conduct; preventing employees from engaging in lawful conduct during non-work hours; unlawful background checks; asking employees or inquiring into impermissible questions, including conviction and arrest history; relying on applicant's salary history; restraints on competition, whistleblowing, and freedom of speech; and claims for violation of California Business and Professions Code § 17200 et seq ("Released Class Claims").

For the duration of the PAGA Period and to the extent permitted by law, the LWDA and the State of California, by and through Plaintiff as an agent and proxy of the LWDA, release all claims for civil penalties under the PAGA, which arose during the PAGA Period, and were asserted against Defendant and Topete in the Operative Complaint and PAGA Notice, or that could have been asserted based on the facts alleged in the Operative Complaint and PAGA Notice, for purposes of civil penalties under PAGA ("Released PAGA Claims").

"Released Parties" shall mean Defendant, and all of its current, former, and future officers, directors, members, employees, and agents, and Topete.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Released Class Claims, you may exclude yourself by submitting a written request to be excluded from the Class. You may submit your written request for exclusion by completing the Request for Exclusion form attached to this Notice and mailing it to the Administrator. Your written request must include your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion to the address below.

[Apex Class Action Administration]

[Mailing Address]

Your written request for exclusion must be mailed to the Administrator not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the Released PAGA Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employees, you will still receive your Individual PAGA Payment and will be deemed to have released the Released PAGA Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Released Class Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. You may submit a written objection by completing the Objection to Settlement form attached to this Notice and mailing it to the Administrator. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for _____ at ____ a.m. in the Department 1 of the Riverside County Superior Court, located at 4050 Main Street Riverside, CA 92501, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://www.riverside.courts.ca.gov/general-information/remote-appearances/remote-appearance-meeting-numbers>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel (Cal. Bar No. 328647)

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You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement (attached to the Declaration of Megan R. Lazar in Support of Plaintiff's Motion for Preliminary Approval as Exhibit "1," filed with the Court on April 17, 2026), and other papers filed in this case, which may be inspected at the Department 1 of the Riverside County Superior Court, located at 4050 Main Street Riverside, CA 92501, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.riverside.courts.ca.gov/>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

EXHIBIT B

REQUEST FOR EXCLUSION

Only complete this Request For Exclusion form if you want to opt out of (not participate in) the settlement of the action known as *Irene Avalos, et al. v. New Basis, LLC, et al.*, filed in Riverside County Superior Court, Case No. CVRI2204793.

IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS ACTION SETTLEMENT AMOUNT. HOWEVER, EVEN IF YOU DO OPT-OUT, YOU WILL STILL RECEIVE YOUR PORTION OF THE PRIVATE ATTORNEYS' GENERAL ACT ("PAGA") SETTLEMENT AND BE BOUND BY THE PAGA RELEASE.

I confirm that I worked for New Basis, LLC or Angel Topete, in the State of California as an hourly-paid employee at some point between the period of December 3, 2020, through November 24, 2024.

Please exclude me from the settlement class in the *Irene Avalos, et al. v. New Basis, LLC, et al.*, matter. **I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.**

Print Name: _____

Your Address: _____

The last four digits of your Social Security Number: _____

Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**]. Send this signed request for exclusion form to the Settlement Administrator at:

Irene Avalos, et al. v. New Basis, LLC, et al.
Settlement
c/o Apex Class Action Administration



EXHIBIT C

OBJECTION TO SETTLEMENT

Only complete this Objection To Settlement form if you want to object to the settlement of the action known as *Irene Avalos, et al. v. New Basis, LLC, et al.*, filed in Riverside County Superior Court, Case No. CVRI2204793.

IF YOU OBJECT TO THE SETTLEMENT, AND YOUR OBJECTION IS OVERRULED, YOU WILL BE INCLUDED AS PART OF THE SETTLEMENT AND HAVE YOUR PERTINENT CLAIMS RELEASED. TO AVOID A POTENTIAL RELEASE OF YOUR CLAIMS, YOU MUST FILL OUT THE SEPARATE FORM TITLED: "REQUEST FOR EXCLUSION". Do not fill out both forms.

I confirm that I worked for New Basis, LLC or Angel Topete, in the State of California as an hourly-paid employee at some point between the period of December 3, 2020, through November 24, 2024.

I wish to object to the settlement reached in the *Irene Avalos, et al. v. New Basis, LLC, et al.*, matter. The nature and basis for the objection are as follows:

Print Full Name: _____

Last Four Digits of Your Social Security Number: _____

Residence Street Address: _____

City, State and Zip Code: _____

Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS OBJECTION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [**RESPONSE DEADLINE**]. Send this signed objection form to the Settlement Administrator at:

Irene Avalos, et al. v. New Basis, LLC, et al.
Settlement
c/o Apex Class Action Administration

