

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Annabel Blanchard (SBN 258135)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JASON BEINBRECH, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

MATTHEWS INTERNATIONAL
CORPORATION, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2226992

Honorable Joseph T. Ortiz
Department S17

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 20, 2023
Time: 1:30 p.m.
Department: S17

Complaint Filed: November 30, 2022
Trial Date: None Set

1 This matter has come before the Honorable Joseph T. Ortiz in Department S17 of the
2 Superior Court of the State of California, for the County of San Bernardino, on December 20, 2023
3 at 1:30 p.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers
4 for Justice, PC appears as counsel for Plaintiff Jason Beinbrech ("Plaintiff"), individually and on
5 behalf of all others similarly situated and other aggrieved employees, and Reed Smith LLP appear
6 as counsel for Defendant Matthews International Corporation ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement
12 Agreement ("Agreement,"), attached as "EXHIBIT A" to the Declaration of Annabel Blanchard in
13 Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based on
14 the Court's determination that the Settlement falls within the range of possible approval as fair,
15 adequate, and reasonable.

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

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
20 and reasonable. It appears to the Court that extensive investigation and research have been conducted
21 such that counsel for the parties at this time are able to reasonably evaluate their respective positions.
22 It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs
23 by all parties, as well as avoid the delay and risks that would be presented by the further prosecution
24 of the case. It further appears that the Settlement has been reached as the result of intensive, serious
25 and non-collusive, arms-length negotiations, and was entered into in good faith.

26 ///

27 ///

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Award, PAGA Payment, Settlement Administration Costs,
3 and payments to the Settlement Class Members provided thereby, appear to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
5 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to the Class Members and
7 PAGA Employees are fair, adequate, and reasonable when balanced against the probable outcome
8 of further litigation relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
17 Counsel is qualified to act as counsel for Plaintiff in his individual capacity and as the representative
18 of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former non-exempt California employees of Matthews International
22 Corporation and its wholly-owned subsidiary The York Group, Inc., and the York
23 Group Inc.'s wholly-owned subdivision Matthews Granite Company, who were paid
wages by Defendant at any time during the time period between May 29, 2016
through the date on which the Court enters this Order ("Preliminary Approval").

24 7. The Court provisionally appoints Edwin Aiwazian, Arby Aiwazian and Joanna
25 Ghosh at Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

26 8. The Court provisionally appoints Plaintiff Jason Beinbrech as the representative of
27 the Class ("Class Representative").

28 9. The Court provisionally appoints Simpluris, Inc. ("Simpluris") to handle the

administration of the Settlement (“Settlement Administrator”).

10. No later than thirty (30) calendar days after the Court enters the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the following information about each Class Member and PAGA Employee: full name, most recent mailing address and telephone number, Social Security number, most recent e-mail address, number of Workweeks during the Class Period, number of PAGA Workweeks during the PAGA Period, and number of Workweeks during the period May 29, 2016 through March 22, 2022 (collectively referred to as the “Class Data”) in conformity with the Agreement.

11. The Court approves, both as to form and content, the Notice of Class Action and PAGA Settlement (“Notice”) attached hereto as “**EXHIBIT 1.**” The Notice shall be provided to Class Members in the manner set forth in the Agreement. The Court finds that the Notice appears to fully and accurately inform the Class Members and PAGA Employees of all material elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting an Opt Out, of Class Members’ and PAGA Employees’ right to dispute the Workweeks and PAGA Workweeks credited to each of them by submitting a Proof of Work, and of each Settlement Class Member’s right and opportunity to object to the Class Settlement by submitting an Objection to the Settlement Administrator. The Court further finds that distribution of the Notice substantially in the manner and form set forth in the Agreement and this Order, and that all other dates set forth in the Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Notice by First-Class U.S. mail to all Class Members and PAGA Employees within forty-five (45) calendar days of entry of the Preliminary Approval Order, pursuant to the terms set forth in the Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member seeking to be excluded from the Class Settlement may submit a written Opt Out to the Settlement Administrator by mail, at the specified address, postmarked no later than the date which is sixty (60) calendar days following the date the Settlement Administrator mailed the Notice of Class Action

1 and PAGA Settlement (“Response Deadline”). In the case of a re-mailed Notice, a letter prepared
2 by the Settlement Administrator will be included with the re-mailed Notice, stating that the recipient
3 of the Notice has until the original Response Deadline set forth on the Notice, or ten (10) calendar
4 days after the date of re-mailing of the Notice (whichever is later) (“Extended Response Deadline”).
5 Any Class Member who submits a complete and timely Opt Out shall not be bound to, and shall be
6 barred from participating in, the Class Settlement, shall be barred from objecting to the Class
7 Settlement, and shall receive no benefit from the Class Settlement. Class Members who have not
8 submitted a timely and valid Opt Out (i.e., Settlement Class Members) shall be bound by the
9 Settlement Agreement and any final judgment based thereon. A valid Opt Out from the Class
10 Settlement does not affect the PAGA Settlement, which shall be binding on all PAGA Employees
11 regardless of the requested exclusion from the Class Settlement.

12 13. A Final Approval Hearing shall be held before this Court on
13 _____ at _____ a.m./p.m. in
14 Department S17 of the San Bernardino County Superior Court, located at 247 West Third Street,
15 San Bernardino, California 92415, to determine all necessary matters concerning the Settlement,
16 including: whether the proposed settlement of the action on the terms and conditions provided for in
17 the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether
18 a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
19 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
20 Members and PAGA Employees; and determine whether to finally approve the requests for the
21 Attorneys’ Fees and Costs, Enhancement Award, PAGA Payment, and Settlement Administration
22 Costs.

23 14. Class Counsel shall file a motion for final approval of the Settlement and for
24 Attorneys’ Fees and Costs, Enhancement Award, PAGA Payment, and Settlement Administration
25 Costs, along with the appropriate declarations and supporting evidence, including the Settlement
26 Administrator’s declaration, by _____,
27 to be heard at the Final Approval Hearing.

28 15. Any Class Member wishing to object to the Class Settlement shall inform the Court,

1 Class Counsel, and Defense Counsel in writing of their intent to object by following the procedure
2 set forth in the Notice of Class Action and PAGA Settlement no later than the Response Deadline.

3 16. The Settlement is not a concession or admission, and shall not be used against
4 Defendant as an admission or indication with respect to any claim of any fault or omission by
5 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
6 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
7 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
8 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
9 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
10 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
11 implementation, interpretation, or enforcement of the Settlement.

12 17. In the event the Settlement does not become effective in accordance with the terms
13 of the Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to
14 become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
15 the Parties shall revert back to their respective positions as of before entering into the Agreement.

16 18. The Court reserves the right to adjourn or continue the date of the Final Approval
17 Hearing and any dates provided for in the Agreement without further notice to the Class Members
18 and PAGA Employees, and retains jurisdiction to consider all further applications arising out of or
19 connected with the Settlement.

20 **IT IS SO ORDERED.**

21
22 Dated: _____

By: _____

The Honorable Joseph T. Ortiz
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Jason Beinbrech v. Matthews International Corporation
Superior Court of California for the County of San Bernardino
Case No. CIVSB2226992

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the class settlement, object to the class settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Jason Beinbrech ("Plaintiff") and Defendant Matthews International Corporation ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Jason Beinbrech v. Matthews International Corporation*, Superior Court of California for the County of San Bernardino, Case No. CIVSB2226992 (the "Action"). The settlement may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former non-exempt California employees of Matthews International Corporation and its wholly-owned subsidiary The York Group, Inc., and The York Group's wholly-owned subdivision Matthews Granite Company, who were paid wages by Defendant at any time during the Class Period.

"Class Member" means an individual member of the Class.

"Class Period" means between May 29, 2016 through [date of preliminary approval].

"Class Settlement" means the settlement and release of the Released Class Claims.

"PAGA Employees" means all current and former non-exempt California employees of Matthews, and its wholly-owned subsidiary The York Group, Inc., and The York Group Inc.'s wholly-owned subdivision Matthews Granite Company, who were paid wages by Defendant at any time during the PAGA Period.

"PAGA Period" means the period between March 20, 2019 through [date of preliminary approval].

"PAGA Settlement" means the settlement and release of the Released PAGA Claims.

II. BACKGROUND OF THE LAWSUIT

On March 23, 2020, Plaintiff provided written notice by certified mail ("LWDA Notice") to the California Labor Workforce Development Agency ("LWDA") of his intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and on the basis for those claims.

On May 29, 2020, Plaintiff commenced a putative class action lawsuit by filing the Class Action Complaint for Damages & Enforcement Under The Private Attorneys General Act, California Labor Code § 2698 *et seq.* against Defendant in the San Bernardino County Superior Court, Case No. CIV-DS-2016242 (the "Civil Action"). On September 23, 2020, Defendant removed the case to the United States District Court, Central District of California, Case No: 5:20-cv-01971-FLA-SP.

On September 21, 2022, Case No: 5:20-cv-01971-FLA-SP was dismissed without prejudice.

On November 30, 2022, Plaintiff filed the Class Action Complaint for Damages & Enforcement Under The Private Attorneys General Act, California Labor Code § 2698 et seq, against Defendant in the San Bernardino County Superior Court, Case No. CIV-DS-2016242 (the “Operative Complaint”).

Plaintiff alleges that Defendant violated the California Labor Code by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct that in violation of California Business & Professions Code section 17200, *et seq.* and engaged in conduct that gives rise to civil penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

On May 5, 2021, the Parties participated in a full-day mediation session with a respected class action mediator, which was unsuccessful. On December 20, 2021, the Parties participated in a second mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement Agreement (“Agreement”).

On [date of preliminary approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Jason Beinbrech as the representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by the Defendant that the claims in the Action have merit or that the Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members’ claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Gross Settlement Amount is One Million One Hundred Thousand Dollars (\$1,100,000) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Settlement Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$385,000) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Two Thousand Dollars (\$32,000) to Class Counsel; (2) Enhancement Award

in an amount not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff for his services in the Action; (3) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of Thirty Thousand Dollars (\$30,000) for its 75% portion of the PAGA Penalties (“LWDA Payment”) and the remaining 25%, or \$10,000, will be paid to PAGA Employees on a *pro rata* basis; and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars (\$10,000) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks worked by each Class Member during the Class Period as a non-exempt employee in California (“Workweeks”), shall be calculated using hire and termination dates (if applicable), calculating the days during the time period from May 29, 2016 to January 1, 2017, for which payroll and timekeeping data are unavailable (“Unavailable Period”) that the Class Member was employed, dividing by seven, and rounding up to the nearest whole number, and adding the resultant estimated Workweeks during the Unavailable Period to the number of Workweeks the Class Member was employed during the rest of the Class Period (if any).

The Net Settlement Amount will be divided by the total number of Workweeks for all Settlement Class Members during the Class Period. The result of this division shall yield a Workweeks Payment Rate. The gross amount of each Settlement Class Member’s Individual Settlement Payment shall be calculated by multiplying the number of Workweeks applicable to that Class Member by the Workweek Payment Rate (which is listed in Section III.C below). Class Members who do not submit a valid and timely Opt Out (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Payment attributed to PAGA Employees, i.e., \$10,000, (“PAGA Payment Share”) based on the number of PAGA Workweeks worked by the PAGA Employee during the PAGA Period.

The \$10,000 allocated to the PAGA Employees shall be divided by the total number of PAGA Workweeks for all PAGA Employees during the PAGA Period. The result of this division shall yield a PAGA Workweek Payment Rate. The gross amount of each PAGA Employee’s PAGA Payment Share shall be calculated by multiplying the number of PAGA Workweeks applicable to that PAGA Employee by the PAGA Workweek Payment Rate (which is listed in Section III.C below). PAGA Employees shall receive an PAGA Payment Share and shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Each Individual Settlement Payment will be allocated as fifty percent (50%) wages which will be reported on an IRS Form W2 and fifty percent (50%) non-wage penalties, interests, and damages which will be reported on an IRS Form 1099 (if required). Each Individual Settlement Payment shall be paid net of all applicable employee’s share of taxes, including any federal, state, and/or local in issue tax withholding requirements and the employee share of FICA taxes. Any payment for an PAGA Payment Share will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form 1099-MISC, if necessary.

If the Court grants final approval of the Settlement, Individual Settlement Payments and/or PAGA Payment Shares will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records, you have been credited with [] Workweeks during the Class Period, i.e., from May 29, 2016 through [date of preliminary approval].

According to Defendant’s records, you have been credited with [] Workweeks during the PAGA Period, i.e., from March 20, 2019 through [date of preliminary approval].

If you wish to dispute the Workweeks credited to you, you may submit your dispute by way of written letter that is sent to the Settlement Administrator (“Proof of Work”). The Proof of Work shall: (1) contain the full name, address, and the last four digits of the Social Security Number of the person requesting exclusion; (2) contain a reference to the Action (*Beinbrech v. Matthews International*; CIVSB2226992); (3) state the Class Members dispute regarding the number of Workweeks

and/or PAGA Workweeks assigned to him or her and attach documentation to support his or her position; (4) be signed by the Class Member or his or her lawful representative; and (5) be submitted to the Settlement Administrator by mail, at the specified address, postmarked by **[the Response Deadline]**.

C. Your Estimated Individual Settlement Payment and/or PAGA Payment Share

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you during the Class Period and your estimated PAGA Payment Share is based on the number of Workweeks credited to you during the PAGA Period.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [redacted]. The Individual Settlement Payment shall be paid net of all applicable employee's share of taxes, including any federal, state, and/or local in issue tax withholding requirements and the employee share of FICA taxes.

Your PAGA Payment Share is estimated to be \$ [redacted] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or PAGA Payment Share reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and/or PAGA Payment Share may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Settlement ("Release Effective Date"), each Settlement Class Member, individually and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, shall fully and finally release and discharge the Released Parties, and each of them, from the Released Class Claims.

As of the Release Effective Date, Plaintiff, the State of California (with respect to PAGA Employees), and all PAGA Employees, individually and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, shall full and finally release and discharge the Released Parties, and each of them from the Released PAGA Claims.

"Released Class Claims" means all claims, rights, demands, liabilities, statutory causes of action, and theories of liability of every nature and description, that were alleged in the Complaint, or that could have been alleged based on the factual allegations in the Complaint, accruing during the Class Period, against Defendant or any of the Released Parties, including, but not limited to: claims for failure to pay wages including, but not limited to, overtime wages and minimum wages, failure to provide meal and rest periods, unpaid compensation or premium pay arising out of missed, late, on-duty, interrupted, and/or short meal and/or rest periods and/or off the clock work, failure to pay wages semi-monthly at designated times, failure to reimburse for business expenses, failure to pay wages upon termination, failure to provide accurate itemized wage statements, failure to provide one day's rest in seven, and failure to maintain required records, penalties, damages, interest, cost or attorneys' fees, and violations of any other state or federal law, whether for economic damages, non-economic damages, liquidated or punitive damages, restitution, tort, contract, equitable relief, injunctive or declaratory relief, including, but not limited to, all claims under any common laws, contract, Cal. Code of Regulations, Title 8, Sections 11000, et seq., California Labor Code Sections 201, 202, 203, 204, 226, 226.7, 512, 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, Industrial Welfare Commission Wage Orders, including and not limited to Wage Orders 1-2001, 2-2001, 7-2001, and 9-2001, California Code of Civ. Proc. Section 1021.5 based on the aforementioned, and/or the California Business & Profession Code Sections 17200, et seq. based on the aforementioned.

"Released PAGA Claims" means all claims, rights, demands, liabilities, statutory causes of action, and theories of liability of every nature and description, for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Labor Code Sections 2698, et seq., that were alleged in the PAGA Letter, accruing during the PAGA Period, against Defendant or any of the Released Parties, for failure to any wages including, but not limited to, overtime wages and minimum wages, failure to provide meal and rest periods, unpaid compensation or premium pay arising out of missed, late, on-duty, interrupted, and/or short meal and/or rest periods and/or off the clock work, failure to pay wages semi-monthly at designated times, failure to reimburse for business expenses, failure to pay wages upon termination, failure to provide accurate itemized wage statements, in violation of California Labor Code Sections 201, 202, 203, 204, 226, 226.7, 512, 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders,

including and not limited to Wage Orders 1-2001, 2-2001, 4-2001, 5-2001, 7-2001, and 9-2001 and failure to maintain required records. This release shall extend to all such claims accrued during the PAGA Period. This release shall be binding on all PAGA Employees regardless of whether they submit a valid Opt Out from the Class.

“Released Parties” means Matthews International Corporation and each of its respective present and former parents, affiliates, divisions and subsidiaries, and acquired companies, including but not limited to The York Group and Matthews Granite, and each of its respective present and former directors, officers, shareholders, agents, representatives, employees, partners, attorneys, insurers, predecessors, successors, assigns, affiliated companies and entities and any individual or entity that could be jointly liable with any of the foregoing.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$385,000) and reimbursement of litigation costs and expenses not to exceed Thirty-Two Thousand Dollars (\$32,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000) (“Enhancement Award”), in recognition of his services in connection with the Action. The Enhancement Award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and PAGA Payment Share that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars (\$10,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Employees of the Settlement, processing Opt Outs, Objections, and disputes regarding Workweeks, calculating Individual Settlement Payments and PAGA Payment Shares, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Class Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Employee, you will automatically be bound to the PAGA Settlement and issued your PAGA Payment Share.

As a Class Member or PAGA Employee, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Opt Out from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written letter (“Opt Out”) to the Settlement Administrator.

The Opt Out must: (1) contain the full name, address, and the last four digits of the Social Security Number of the person

requesting exclusion; (2) contain a reference to the Action (*Beinbrech v. Matthews International*; CIVSB2226992); (3) state the Class Member's request to exclude himself or herself from the Class Settlement (4) be signed by the Class Member or his or her lawful representative; and (5) be submitted to the Settlement Administrator by mail, at the specified address, postmarked by the **[Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Opt Out will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a valid and timely Opt Out will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as the contemplated judgment to be entered by the Court (as it pertains to the PAGA Settlement), if the Court grants final approval of the Settlement. However, consistent with applicable law, PAGA Employees may not exclude themselves from the PAGA Settlement and will be bound by all terms of the PAGA Settlement, including those pertaining to the release Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement) if it grants final approval of the Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Opt Out, by submitting a written objection ("Objection") to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

Any Objection must: (1) state the Class Member's full name, address, and the last four digits of his or her Social Security Number (for identification purposes only); (2) contain a reference to the Action (*Beinbrech v. Matthews International*; CIVSB2226992); (3) state the grounds for the objection; (4) be signed by the Class member or their lawful representative; and (5) be mailed to the Settlement Administrator, postmarked on or before the **[Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S17 of the Superior Court of California for the County of San Bernardino, located at the San Bernardino Justice Center, 247 West Third Street, San Bernardino, CA, 92415, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to. Instructions are provided by the Court at <https://www.sb-court.org/general-information/remote-access>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action by using the Court Access Portal at <https://cap.sb-court.org/searchor> by visiting the office of the Clerk of the Court for the Superior Court of California for the County of San Bernardino, San Bernardino Justice Center, 247 West Third Street, San Bernardino, CA, 92415, between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays, contacting the Settlement Administrator or Class Counsel, or by accessing them at www.**[redacted]**. This website will be updated periodically to update the Class on any developments in the case.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**