

PLAINTIFF/PETITIONER: Rigoberto Perez, et al.
 DEFENDANT/RESPONDENT: AC&A LLC

CASE NUMBER:
 30-2018-01018729 / Dept CX103

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
- a. ☐ deposited the sealed envelope with the United States Postal Service.
 - b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date: November 27, 2024

Valerie Palomo

(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

EXHIBIT 1

Arby Aiwazian (SBN 269827)
 Joanna Ghosh (SBN 272479)
 Brian J. St. John (SBN 304112)
LAWYERS for JUSTICE, PC
 410 West Arden Avenue, Suite 203
 Glendale, California 91203
 Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF ORANGE
 CENTRAL JUSTICE CENTER

NOV 27 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF ORANGE**

RIGOBERTO PEREZ, individually, and on
 behalf of other members of the general public
 similarly situated; JEANNETTE BELLO,
 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;

Plaintiffs,

v.

AC&A LLC, an unknown business entity;
 and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2018-01018729-CU-OE-CXC

Honorable Lon F. Hurwitz
 Department CX103

CLASS ACTION

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

Date: November 22, 2024
 Time: 1:30 p.m.
 Department: CX103

Complaint Filed: September 14, 2018
 FAC Filed: August 13, 2020
 Trial Date: None Set

1 This matter has come before the Honorable Lon F. Hurwitz in Department CX103 of the
2 Superior Court of the State of California, for the County of Orange, on November 22, 2024 at 1:30
3 p.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiffs Rigoberto Perez and Jeannette Bello ("Plaintiffs"),
5 individually and on behalf of all others similarly situated and other aggrieved employees and Jeffer
6 Mangels Butler & Mitchell LLP appears as counsel for Defendant AC&A Enterprises, LLC
7 ("Defendant").

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement, Amendment No.1 to Joint Stipulation of Class Action and PAGA Settlement, and
14 Amendment No.2 to Joint Stipulation of Class Action and PAGA Settlement (collectively,
15 "Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT A" to the
16 Declaration of Brian J. St. John in Support of Plaintiffs' Motion for Preliminary Approval of Class
17 Action Settlement (ROA 182), "EXHIBIT C" to the Further Supplemental Declaration of Brian J.
18 St. John in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (ROA
19 228), and "EXHIBIT B" to the Second Further Supplemental Declaration of Brian J. St. John in
20 Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (ROA235),
21 respectively. This is based on the Court's determination that the Settlement falls within the range
22 of possible approval as fair, adequate, and reasonable.

23 2. This Order incorporates by reference the definitions in the Settlement Agreement,
24 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
25 Settlement Agreement.

26 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
27 and reasonable. It appears to the Court that extensive investigation and research have been
28 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective

1 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
2 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
3 further prosecution of the case. It further appears that the Settlement has been reached as the result
4 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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

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

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

25 All current and former hourly-paid or non-exempt employees who worked for
26 Defendant within the State of California at any time during the period from
September 14, 2014 through October 31, 2023.

27 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
28 ("Class Counsel").

1 8. The Court provisionally appoints Plaintiffs Rigoberto Perez and Jeannette Bello as
2 the representatives of the Class ("Class Representatives").

3 9. The Court provisionally appoints Phoenix Class Action Administration Solutions
4 ("Phoenix") to handle the administration of the Settlement ("Settlement Administrator").

5 10. Within fifteen (15) calendar days of the date of this Order, Defendant shall provide
6 the Settlement Administrator with the following information about each Class Member: full name,
7 most current mailing address, most current telephone number. Social Security number, the start and
8 end dates of active employment as an hourly and/or non-exempt employee of Defendant in
9 California during the Class Period, and the number of Workweeks during the Class Period and
10 PAGA Period (collectively referred to as the "Class List") in conformity with the Settlement
11 Agreement.

12 11. The Court approves, both as to form and content, the Notice of Class Action and
13 PAGA Settlement ("Notice") attached hereto as "**EXHIBIT A.**" The Notice shall be provided to
14 Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Notice
15 appears to fully and accurately inform the Class Members of all material elements of the Settlement,
16 of Class Members' right to be excluded from the Settlement by submitting an opt out request, of
17 Class Members' right to dispute the Workweeks credited to each of them, and of each Participating
18 Class Member's right and opportunity to object to the Settlement by submitting a written objection.
19 The Court further finds that distribution of the Notice substantially in the manner and form set forth
20 in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
21 Agreement and this Order, meet the requirements of due process and shall constitute due and
22 sufficient notice to all persons entitled thereto. The Court further orders the Settlement
23 Administrator to mail the Notice by First-Class U.S. mail to all Class Members within thirty (30)
24 calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

25 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
26 Settlement Agreement, for seeking exclusion from the Settlement as it relates to the Released Class
27 Claims. Any Class Member may choose to be excluded from the Settlement as it relates to the
28 Released Class Claims by submitting a timely written opt out request in conformity with the

1 requirements set forth in the Notice, to the Settlement Administrator, postmarked no later than the
2 date which is sixty (60) calendar days from the initial mailing of the Notice to Class Members
3 (“Response Deadline”), or, in the case of a re-mailed Notice, the Response Deadline will be extended
4 forty-five (45) calendar days from the initial Response Deadline. Any such person who timely and
5 validly chooses to opt out of, and be excluded from, the Settlement as it relates to the Released
6 Class Claims will not be entitled to any recovery under the Settlement as it relates to the Released
7 Class Claims and will not be bound by the Settlement as it relates to the Released Class Claims or
8 have any right to object, appeal, or comment thereon; however, if the Class Member worked during
9 the PAGA Period, he or she will be a PAGA Member, will still receive an Individual PAGA
10 Payment, and will be bound by the release of Released PAGA Claims, regardless of whether he or
11 she submitted a timely and valid Request for Exclusion. Class Members who have not submitted a
12 timely and valid request to be excluded from the Settlement (i.e., Participating Class Member) shall
13 be bound by the Settlement Agreement and any final judgment based thereon.

14 13. A Final Approval Hearing shall be held before this Court on May 16, 2025 at 1:30
15 p.m. in Department CX103 of the Orange County Superior Court, located at 751 West Santa Ana
16 Boulevard, Santa Ana, California 92701, to determine all necessary matters concerning the
17 Settlement, including: whether the proposed settlement of the action on the terms and conditions
18 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
19 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
20 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
21 to the Class Members and PAGA Members; and determine whether to finally approve the requests
22 for the Attorneys’ Fees and Costs, Enhancement Awards, and Settlement Administration Expenses.

23 14. Class Counsel shall file a motion for final approval of the Settlement and for
24 Attorneys’ Fees and Costs, Enhancement Awards, and Settlement Administration Expenses, along
25 with the appropriate declarations and supporting evidence, including the Settlement Administrator’s
26 declaration and invoice with an affidavit regarding administration of the Settlement, by April 24,
27 2025, to be heard at the Final Approval Hearing.

28 ///

1 15. To object to the Settlement, a Participating Class Member must mail the Settlement
2 Administrator a written notice of objection on or before the Response Deadline. The objection must
3 be signed and must contain the information that is required, as set forth in the Notice, including and
4 not limited to the grounds for the objection. Participating Class Members may also appear at the
5 Final Approval hearing to submit their objections regardless of whether they submitted a written
6 objection.

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

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

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

25 19. If the Court grants final approval of the Settlement, notice shall be given to the
26 Participating Class Members and PAGA Members by posting a copy of the Final Approval Order
27 and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar
28 days after the date of entry of this Final Approval Order and Judgment.

1 20. The Court shall retain jurisdiction over the implementation of the Settlement as well
2 as any matter arising out of, or related to, the implementation of this Agreement pursuant to
3 California Code of Civil Procedure § 664.6 and California Rules of Court Rule 3.769(h).

4 **IT IS SO ORDERED.**

5 NOV 27 2024
6 Dated: _____

By:



The Honorable LON F. HURWITZ
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Perez v. AC&A LLC

Orange County Superior Court, Case No. 30-2018-01018729-CU-OE-CXC

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 matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California for the County of Orange (the "Court" or "Orange County Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Plaintiffs Rigoberto Perez and Jeannette Bello ("Plaintiffs" or "Class Representatives") and Defendant AC&A Enterprises, LLC ("Defendant"), was granted on [insert date], in the case entitled *Rigoberto Perez et al. v. AC&A LLC*, Orange County Superior Court, Case No. 30-2018-01018729-CU-OE-CXC (the "Action"), which may affect your legal rights.

If you are a Class Member (or member of the Class), you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the Settlement as it relates to the Released Class Claims (in which case you will not receive a class settlement payment under the Settlement), object to the Settlement, and/or dispute the Class Workweeks and/or PAGA Workweeks credited to you, if you so choose, as explained more fully in Section III below.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" refers to all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

"Class Period" means the time period from September 14, 2014 through October 31, 2023.

"PAGA Members" refers to all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

"PAGA Period" means the time period from September 14, 2017 through October 31, 2023.

II. BACKGROUND OF THE ACTION

On or about September 14, 2018, Plaintiff Rigoberto Perez filed a Class Action Complaint for Damages against Defendant AC&A Enterprises, LLC in the Superior Court of California for the County of Orange, Case No. 30-2018-01018729-CU-OE-CXC. The Action alleges a cause of action for violations of the California Labor Code: Unpaid Overtime Wages (Lab. Code §§ 510 and 1198); Meal Period Violations (Lab. Code §§ 226.7 and 512); Rest Period Violations (Lab. Code § 226.7); Unpaid Minimum Wages (Lab. Code §§ 1194, 1197 and 1197.1); Failure to Timely Pay Final Wages (Lab. Code §§ 201 and 202); Failure to Timely Pay Wages During Employment (Lab. Code § 204); Non-Compliant Wage Statements (Lab. Code § 226); Failure to Maintain Payroll Records (Lab. Code § 1174); Failure to Reimburse Business Expenses (Lab. Code §§ 2800 and 2802); and Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*).

On or about May 7, 2020, Plaintiff Jeannette Bello submitted a Private Attorneys General Act ("PAGA") Letter to the Labor and Workforce Development Agency ("LWDA") seeking civil penalties under PAGA, against AC&A Enterprises, LLC and any and all affiliates, subsidiaries, parents, directors, officers, and employees, on behalf of aggrieved employees in California, for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800

and 2802, and Industrial Welfare Commission Wage Orders ("PAGA Letter").

On or about August 13, 2020, Plaintiffs Rigoberto Perez and Jeannette Bello filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Cal. Labor Code § 2698,

Et Seq. ("Operative Complaint") adding Plaintiff Jeannette Bello and a cause of action for civil penalties under the Private Attorneys' General Act ("PAGA"), on behalf of herself and all other aggrieved employees.

Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, declaratory relief, penalties, interest, and attorneys' fees and costs.

Defendant denies all the allegations in the Action or that they violated any law and contends that at all times they have fully complied with all applicable federal, state, and local laws.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together, "Settlement" or "Settlement Agreement"), which was preliminarily approved by the Court on [Preliminary Approval Date]. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Rigoberto Perez and Jeannette Bello as representative of the Class ("Class Representative"), and the following law firm as counsel for the Class ("Class Counsel"):

Edwin Aiwarzian, Esq.
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

The Settlement represents a compromise and Settlement of highly disputed claims. The Court has made no decision regarding the merits of Plaintiffs' allegations or Defendant's defenses. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or to Class Members. Plaintiffs 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 that the Settlement is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Settlement Fund is One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) (the "Settlement Fund"). The portion of the Settlement Fund that is available for payment to Class Members who do not opt out of this Settlement ("Participating Class Members") is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Settlement Fund less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount of up to thirty-five percent (35%) of the Settlement Fund (i.e., up to \$612,500.00) and reimbursement of litigation costs and expenses in an amount of up to Fifty-five Thousand Dollars (\$55,000.00) to Class Counsel (collectively, "Attorneys' Fees and Costs"); (2) enhancement awards in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff Rigoberto Perez and Five Thousand Dollars (\$5,000.00) to Plaintiff Jeannette Bello for their services ("Enhancement Awards"); (3) settlement administration expenses in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to the Settlement Administrator ("Settlement Administration Expenses"); and (4) the allocation of Fifty Thousand Dollars (\$50,000.00) to settle all claims under PAGA ("PAGA Payment"), of which 75%, or \$37,500.00, will be paid to the Labor and Workforce Development Agency ("LWDA") and the remaining 25%, or \$12,500.00, ("Employee PAGA Amount") will be distributed *pro rata* to PAGA Members.

Class Members are eligible to receive a *pro rata* share of the Net Settlement Amount ("Individual Class Payment") based on the number of weeks worked by a Class Member during the Class Period as an hourly-paid or non-exempt employee for Defendant, which shall be calculated by dividing the sum of regular, overtime and double time hours worked, not to exceed eighty hours in a pay period by forty and which shall exclude hours for vacation, paid time off, paid leave benefits, education pay, and all other non-working time ("Class Workweeks"). Each PAGA Member's *pro rata* share of the Employee PAGA Amount ("Individual PAGA Payment") will be based on the number of weeks worked by a PAGA Member during the PAGA Period as an hourly-paid or non-exempt employee for Defendant, which shall be calculated by dividing the sum of regular, overtime and double time hours worked not to exceed eighty hours in a pay period by forty and which shall exclude hours for vacation, paid time off, paid leave benefits, education pay, and all other non-working time ("PAGA Workweeks").

Each Individual Class Payment will be allocated as twenty percent (20%) to wages (which will be reported on an IRS Form W2), and eighty percent (80%) to interest, penalties, and other non-wage damages (which will be reported on an IRS Form 1099, if applicable). Each Individual Class Payment will be subject to reduction for the employee's share of taxes and withholdings with respect to the wage portion of the Individual Class Payment. The net payment of each Participating Class Member's Individual Class Payment (after reduction for the employee's share of taxes on the wage portion) is referred to as their "Individual Class Payment." Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on IRS Form-1099 (if applicable) by the Settlement Administrator.

If the Court grants final approval of the Settlement, Defendants will deposit the Settlement Fund sixty days after the Settlement is granted final approval.

If the Court grants final approval of the Settlement, Individual Class Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to PAGA Group 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 your receipt of payment that you may be entitled to.**

B. Your Workweeks Based on Defendants' Records

According to Defendant's records:

From September 14, 2014 through October 31, 2023, your number of Class Workweeks were [REDACTED].

From September 14, 2017 through October 31, 2023, your number of PAGA Workweeks were [REDACTED].

If you wish to dispute the Class Workweeks and/or PAGA Workweeks credited to you, you must submit a written letter to the Settlement Administrator. The written dispute must: (a) contain the case name and number of the Action (*Rigoberto Perez v. AC&A Enterprises, LLC*, Case No. 30-2018-01018729-CU-OE-CXC); (b) contain your full name, telephone number, and the last four digits of your Social Security Number; (c) clearly state that you dispute the Class Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number(s) to be credited to you; (d) include information and/or attach documentation demonstrating that the Class Workweeks or PAGA Workweeks that you contend should be credited to you is correct; and (f) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked **on or before** [Response Deadline].

C. Your Estimated Individual Class Payment and Individual PAGA Payment

As explained above, your estimated Individual Class Payment and Individual PAGA Payments are based on the number of Class Workweeks and PAGA Workweeks credited to you.

**Under the terms of the Settlement, your Individual Class Payment is estimated to be \$[REDACTED].
The Individual Class Payment is subject to reduction for the employee's share of taxes and withholding with respect to the wage portion of the Individual Class Payment.**

Individual Class Payments will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[REDACTED].

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

D. Released Claims

Upon the Effective Date, each of the Participating Class Members (including all the Class Representatives) will be deemed to have, and by operation of the Judgment will have fully, finally, and forever agreed to release, discharge, hold harmless, and covenant not to sue each and all the Released Parties for the Released Class Claims, and each PAGA Group Member will be deemed to have, and by operation of the Judgment will have fully, finally, and forever agreed to release, discharge, hold harmless, and covenant not to sue each and all the Released Parties for the Released PAGA Claims.

"Released Class Claims" means all causes of action and claims that were alleged in the Action or reasonably could have been alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint and/or PAGA Letter, including all of the following claims for relief: (i) failure to pay overtime; (ii) failure to provide meal periods; (iii) failure to provide rest periods; (iv) failure to pay minimum wages and/or overtime pay; (v) failure to pay wages upon termination; (vi) failure to timely pay wages during employment, including failure to properly calculate the regular rate of pay; (vii) failure to provide complete and accurate wage statements; (viii) failure to keep complete and accurate payroll records; (ix) failure to reimburse necessary business-related expenses and costs, including, without limitation, the use of personal telephones for business-related matters, use and purchase of uniforms and other work-appropriate clothing and footwear, and the use and purchase of personal tools and equipment for business-related matters; and (x) violations of the California Business & Professions Code §§ 17200 et seq., all of which are premised on the facts, claims, causes of action, or legal theories described above.

"Released PAGA Claims" means all causes of action and claims that were alleged in the Action or reasonably could have been alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint and/or PAGA Letter including for violations of the California Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq., all of which are premised on the facts, claims, causes of action, or legal theories described above.

"Released Parties" means Defendant and all of its past, present, and future, whether direct or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

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 Settlement Fund (i.e., up to \$612,500) and reimbursement of litigation costs and expenses in an amount of up to Fifty-Five Thousand Dollars (\$55,000), to be paid from the Settlement Fund, subject to approval by the Court. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members 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 Awards to Plaintiffs

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Perez and Five Thousand Dollars (\$5,000) to Plaintiff Bello as Enhancement Awards in recognition of their services in connection with the Action. The Enhancement Awards will be paid from the Settlement Fund subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Class Payment and/or Individual PAGA Payments that they are entitled to under the Settlement.

G. Settlement Administration Expenses to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars (\$10,000) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, receiving and reviewing requests for exclusion, objections, and/or disputes, if any, submitted by Class Members, calculating Individual Class Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and will be paid from the Settlement Fund subject to approval by the Court.

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

A. Participate in the Settlement

If you want to receive money from the Settlement, you do not have to do anything. You will automatically be issued your Individual Class Payment unless you decide to exclude yourself from the Settlement as it relates to the Released Class Claims. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Parties for the Released Class Claims, as described in Section III.D above. As a Class Member, 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. If you qualify as a PAGA Member, you will be bound to the release of Released PAGA Claims and will be issued your Individual PAGA Payment, irrespective of whether you exclude yourself from the Class Settlement.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement as it relates to the Released Class Claims, you may seek exclusion from (or "opt out" of) the Settlement as it relates to the Released Class Claims by submitting a timely, written request for exclusion from the Settlement to the Settlement Administrator at the following address:

Settlement Administrator
Address:

The request for exclusion must: (a) include your full name, address, telephone number, and last four digits of your Social Security number; (b) include the name and case number of the Action (*Rigoberto Perez v. AC&A Enterprises, LLC*, Case No. 30-2018-01018729-CU-OE-CXC); (c) include a clear statement that you wish to be excluded from the Settlement; and (d) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than** **Response Deadline**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid request for exclusion from the Settlement as it relates to the Released Class Claims will not be entitled to receive an Individual Class Payment from the Settlement, will not be bound by the Settlement as it relates to the Released Class Claims (and the release of Released Class Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a timely and valid request for exclusion from the Settlement will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

Notwithstanding the above, all PAGA Members will receive their share of the 25% share of the PAGA Payment (i.e., Individual PAGA Payment) and will be bound to the Released PAGA Claims, irrespective of whether they submit a Request

for Exclusion.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a request for exclusion from the Settlement, by submitting a written objection ("Notice of Objection") to the Settlement Administrator or by orally presenting your objection at the Final Approval Hearing (you may appear at the Final Approval Hearing and make an oral objection without submitting a written objection).

A written Notice of Objection must: (a) contain your full name, address, telephone number, and last four digits of your Social Security number, ; (b) contain the name and case number of Action (*Rigoberto Perez v. AC&A Enterprises, LLC*, Case No. 30-2018-01018729-CU-OE-CXC); (c) contain a clear statement that you object to the Settlement and the specific legal and factual basis for the objection; and (d) be filed or postmarked **no later than** **[Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a hearing (the "Final Approval Hearing") in Department CX103 of the Orange County Superior Court, Central Justice Center Orange County Courthouse, 751 West Santa Ana Boulevard, Santa Ana, California 92701 on March 18, 2025 at 1:30 p.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys' fees and costs to Class Counsel, Enhancement Awards to Plaintiffs, and Settlement Administration Expenses to the Settlement Administrator should be awarded. If the Court enters an order and judgment granting final approval of the Settlement, a copy of this order and judgment will be posted on the Settlement Administrator's website; to access it you will need to navigate to the following web URL: **[insert]**

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to regardless of whether you submitted a Notice of Objection.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should review the detailed Settlement Agreement and other papers which are on file with the Court. You may view the Settlement Agreement and documents filed in the Action free of charge by using the computers located at the Central Justice Center which is located at 700 Civic Center Drive, Santa Ana, California 92701. The documents filed in the Action can also be accessed online at the Orange County Superior Court's website, known as 'Civil Case Access System,' at the following web address: <https://civilwebshopping.occourts.org/Login.do>

After navigating to the Orange County Superior Court's Civil Case Access System website and clicking on 'Accept Terms,' enter Case Number '01018729' in the box provided, then enter the year '2018' in the box provided, click on the 'I'm not a robot' box and follow the instructions, and click 'SEARCH.' Thereafter, you should be able to view documents filed in the case which have been imaged by the Court and information that has been made available by the Court, for free or at a minimal charge. **PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, OR DEFENDANT'S COUNSEL 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.**

EXHIBIT 2

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 11/22/2024

TIME: 01:30:00 PM

DEPT: CX103

JUDICIAL OFFICER PRESIDING: Lon F. Hurwitz

CLERK: S. Turner

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: A. Condaras

CASE NO: **30-2018-01018729-CU-OE-CXC** CASE INIT.DATE: 09/14/2018

CASE TITLE: **Perez vs. AC&A LLC**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74396249

EVENT TYPE: Motion for Approval of Class Settlement

MOVING PARTY: Jeannette Bello, Rigoberto Perez

CAUSAL DOCUMENT/DATE FILED: Motion - Other For Approval of Class Settlement, 08/09/2023

APPEARANCES

Tentative Ruling posted on the Internet .

There are no appearances by any party.

The Court adopts the tentative ruling as follows:

Motion for Preliminary Approval of Class Action and PAGA Settlement

On August 9, 2023, Plaintiffs filed the current Motion for Preliminary Approval of Class Action Settlement. (ROA 184). At the hearing on October 20, 2023, the Court continued the hearing so counsel could address several issues. (ROA 189.) Counsel was ordered to file supplemental papers no later than 14 calendar days before the continued hearing date. (Ibid.)

On or around January 12, 2024, the parties submitted a stipulation to continue the hearing and deadline to file supplemental papers regarding the pending Motion. In the stipulation, the parties stated they were working to amend the Settlement and the Motion documents to address the concerns raised by the Court. The Court signed the Order on January 19, 2024, and continued the hearing to March 11, 2024. (ROA 198.) On the Court's own motion, the hearing was subsequently continued to April 19, 2024. (ROA 203.) However, no supplemental papers were filed, and in its tentative ruling, the Court continued the hearing and set and OSC re Sanctions against Plaintiff's counsel for failing to comply with the January 19, 2024 Order. (ROA 210.) After hearing oral argument at the April 19, 2024 hearing, the Court vacated the tentative ruling and continued the hearing. (Ibid.)

On June 21, 2024, counsel filed a supplemental declaration stating that the parties were negotiating an amendment to the original Settlement Agreement in order to address the Court's concerns. (ROA 212.) On July 5, 2024, at the third hearing on the Motion, the Court once again continued the matter to give the parties additional time to finalize the amendment and so counsel could address certain issues. (ROA 214.)

On September 10, 2024, counsel filed a further supplemental declaration and provided clean and redline

versions of the Amendment No. 1 to the Settlement Agreement, the revised Class Notice, and the revised Proposed Order. (ROA 228.) However, counsel did not address all of the outstanding issues, and as a result, on September 24, 2024, the Court continued the matter so counsel could address the remaining issues. (ROA 230.)

On November 8, 2024, Plaintiff filed counsel's Second Further Supplemental Declaration. (ROA 235.) and attached is a copy of the fully executed Amendment No. 2 to Joint Stipulation of Class Action and PAGA Settlement and a redline version of same. (Counsel 2nd Supp. Decl., Exhs. B and C.) Plaintiff also provided a revised Proposed Order. (ROA 233.)

RULING:

The Court has reviewed the supplemental materials submitted by counsel and finds that they address the identified concerns. Accordingly, the Motion for Preliminary Approval is **GRANTED**.

The Motion for Final Approval will be heard on May 16, 2025, at 1:30 p.m. in Department CX103. All papers for the Motion for Final Approval are due no later than fourteen (14) calendar days prior to the hearing date. If Plaintiff's counsel cannot meet this deadline, then counsel must request a continuance of the hearing. Failure to do so may result in the issuance of an OSC re Monetary Sanctions.

At the Final Approval hearing, evidence supporting the request for an award of attorneys' fees should be presented in the form of time records, or a summary of time spent on the substantive tasks, to enable the Court to evaluate the lodestar and costs claimed. Counsel should state by declaration whether time records were kept and created contemporaneously or otherwise.

At the Final Approval hearing, Plaintiff must provide a detailed declaration in support of the requested enhancement award.

At the Final Approval hearing, settlement administrator must provide an invoice of administration fees and costs.

Plaintiff to give notice of this ruling, including to the LWDA, within ten (10) calendar days.

Court Clerk is to give notice.

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On November 27, 2024, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

Barbra A. Arnold (baa@jmbm.com)
Taylor N. Burras (tburras@jmbm.com)
JEFFER MANGELS BUTLER & MITCHELL, LLP
1900 Avenue of the Stars, 7th Floor
Los Angeles, CA 90067

Attorneys for Defendant AC&A Enterprises, LLC (Incorrectly named AC&A LLC)

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California Labor & Workforce Development Agency Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on November 27, 2024, in Glendale, California.



Valerie Palomo