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

ROBERT VENEZIA, an individual, on behalf of
himself, the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiff,

v.

W.B. POWELL, INC., a California corporation;
and DOES 1 TO 20,

Defendants.

Case Number: RIC2004151

**~~Revised [Proposed]~~ Order Granting Final
Approval of Class Action Settlement and
Final Judgment**

1 Plaintiff's unopposed Motion for Final Approval of a Class Action Settlement came before this
2 Court on November 8, 2024, in Department 1, of the Superior Court of California, County of Riverside
3 the Honorable Harold W. Hopp presiding. In conformity with California Rules of Court, Rule 3.769,
4 with due and adequate notice having been given to Class Members, and the Court having considered
5 the Settlement Agreement and Release of Class Action (the "Settlement Agreement"), all of the legal
6 authorities and documents submitted in support thereof, all papers filed and proceedings has herein, all
7 oral and written comments received regarding the proposed settlement, and having reviewed the record
8 in this litigation, and good cause appearing, the Court GRANTS final approval of the Settlement and
9 **ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS AND**
10 **ENTERS FINAL JUDGMENT AS FOLLOWS:**

11 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the
12 "Order") shall have the same meanings given as those terms are used and/or defined in the parties'
13 Settlement Agreement attached as **Exhibit A** to the Declaration of Jonathan Melmed in Support of
14 Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed with the California
15 Superior Court for the County of Riverside on February 20, 2024, which can be located at 4050 Main
16 Street Riverside, CA 92501.

17 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
18 jurisdiction to approve this Settlement and all exhibits thereto.

19 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
20 Agreement and as follows:

21 *all individuals who are or were employed by Defendant in California as a non-exempt*
22 *employee from October 19, 2016 through May 14, 2024.*

23 4. The Court deems this definition sufficient for the purpose of California Rule of Court
24 3.765(a), and solely for the purpose of effectuating the Settlement.

25 5. The Court finds that an ascertainable class of 101 class members exists and a well-
26 defined community of interest exists on the questions of law and fact involved because in the context
27 of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of
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1 the Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and
2 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
3 protected the interest of the Class Members.

4 6. This Court approves, as to form and content, the Notice of Proposed Class Action
5 Settlement (“Class Notice”), in substantially the form attached hereto as **Exhibit 1**, the Share Form, in
6 substantially the form attached hereto as **Exhibit 2**, and the Exclusion Form, attached hereto as **Exhibit**
7 **3**, and the Objection Form, attached hereto as **Exhibit 4**.

8 7. The Court is satisfied that Phoenix Settlement Administrators, which functioned as the
9 Settlement Administrator, completed the distribution of Class Notice, the Share Form, the Exclusion
10 Form, and the Objection Form to the Class in a manner that comports with California Rule of Court
11 3.766. The Class Notice informed 88 Class Members of the Settlement terms, their rights to do nothing
12 and receive their settlement share, their rights to submit a request for exclusion, their rights to comment
13 on or object to the Settlement, and their rights to appear at the Final Approval Hearing and be heard
14 regarding approval of the Settlement. Adequate periods of time to respond and to act were provided
15 by each of these procedures. No Class Members filed written objections to the Settlement as part of
16 this notice process, and no Class Member filed a written statement of intention to appear at the Final
17 Approval Hearing. No Class Members submitted a request for exclusion.

18 8. The Court hereby approves the terms set forth in the Settlement Agreement and finds
19 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and
20 compliant with all applicable requirements of the California Code of Civil Procedure, the California
21 and United States Constitutions, including the Due Process clauses, the California Rules of Court, and
22 any other applicable law, and in the best interests of each of the Parties and Class Members.

23 9. The Court directs the Parties to effectuate the Settlement Agreement according to its
24 terms and declares the Settlement Agreement to be binding on all Class Members.

25 10. The Court finds that the Settlement Agreement has been reached as a result of informed
26 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted
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1 extensive investigation and research, and their attorneys were able to reasonably evaluate their
2 respective positions.

3 11. The Court also finds that the Settlement now will avoid additional and potentially
4 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.
5 Additionally, after considering the monetary recovery provided as part of the Settlement in light of the
6 challenges posed by continued litigation, and Court concludes that Class Counsel secured significant
7 relief for Class Members.

8 12. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding
9 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
10 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
11 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
12 concession, or liability whatsoever by or against Defendant.

13 13. The Court appoints Plaintiff Robert Venezia as Class Representative and finds him to
14 be adequate.

15 14. The Court appoints Jonathan Melmed, Esq., and Laura M. Supanich, Esq., of Melmed
16 Law Group P.C. as Class Counsel, and finds them to be adequate, experienced, and well-versed in class
17 action litigation.

18 15. The terms of the Agreement, including the Gross Settlement Amount of \$105,000.00 is
19 fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final
20 approval of the Settlement set forth in the Settlement Agreement, subject to this Order. The Court
21 approves the following allocations, which fall within the ranges stipulated by and through the
22 Settlement Agreement:

- 23 a. The \$6,000.00 designated for payment to Phoenix Settlement Administrators the
24 Settlement Administrator, is fair and reasonable. The Court grants final approval of, and
25 orders the Parties to make the payment to the Settlement Administrator in accordance
26 with the Agreement.
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- 1 b. The \$35,000.00 amount requested by Plaintiff and Class Counsel for the Class Counsel's
2 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The
3 Court grants final approval of, awards, and orders the Class Counsel Fees Payment to
4 be made in accordance with the Agreement.
- 5 c. The Court awards \$4,795.51 in litigation costs, an amount which the Court finds to be
6 reflective of the reasonable costs incurred. The Court grants final approval of, and order
7 the Class Counsel Litigation Expenses Payment in this amount to be made in accordance
8 with the Agreement.
- 9 d. The Court approves of the \$10,000.00 allocation assigned for claims under the Private
10 Attorney General Act (PAGA), and orders 75% thereof (i.e., \$7,500.00) to be paid to
11 the California Labor and Workforce Development Agency (LWDA) in accordance with
12 the terms of the Settlement Agreement.

13 16. The Court orders the Parties to comply with and carry out all terms and provisions of
14 the Settlement, to the extent that the terms thereunder do not contradict with this Order, in which case
15 the provisions of this Order shall take precedence and supersede the Settlement.

16 17. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's
17 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in
18 this case if the Settlement fails to become Final or effective, or in any other case without limitation.

19 18. All Class Members shall be bound by the Settlement and this Order, including the
20 release of claims as set forth in the Agreement.

21 19. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
22 provided in the Settlement Agreement.

23 20. All checks mailed to the Class Members must be cashed within one hundred eighty
24 (180) days after mailing. Any envelope transmitting a settlement check to a Class Member shall bear
25 the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

- 26 A. Any settlement check shall be negotiable for at least ninety (90) days but not
27 more than one hundred eighty (180) days from the date of mailing.

1 B. The Settlement Administrator shall mail a reminder postcard to any class
2 member whose settlement distribution check has not been negotiation within 60
3 days after the date of mailing.

4 C. If (i) any of the Class Members are current employees of the defendant, (ii) the
5 distribution mailed to those employees is returned to the Settlement
6 Administrator being undeliverable, and (iii) the Settlement Administrator is
7 unable to locate a valid mailing address, the administrator shall arrange with the
8 Defendant to have those distributions delivered to the employees at their place
9 of business.

10 21. Within 10 days after the Court has held a Final and Fairness Approval Hearing and
11 entered a final order certifying the Class for settlement purposes only and approving the Class
12 Settlement, the Settlement Administrator will give notice of judgment to Settlement Class Members
13 pursuant to California Rules of Court, rule 3.771(b) by posting a copy of said order and final judgment
14 on its website.

15 22. The Court retains continuing jurisdiction over the Action and the Settlement, including
16 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the
17 Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-
18 Judgment matters as may be appropriate under court rules or applicable law.

19 23. Plaintiff shall file with the Court a report regarding the status of distribution within one
20 hundred and twenty (120) days after all funds have been distributed.

21 24. Any funds associated with uncashed checks after the cashing deadline shall be paid to
22 the California State Controller for deposit in the Unclaimed Property Fund in the name of the individual
23 whose check was uncashed pursuant to CCP Section 384.

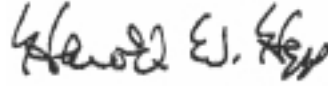
24 25. This Final Judgment is intended to be a final disposition of the above captioned action
25 in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes
26 all claims released by the Settlement Agreement, against Defendant.

27 //

1 26. The Court hereby sets a hearing date of August 4, 2025 at 8:20 a.m. in
2 Department 1, of the Superior Court of California, County of Riverside for a hearing on the final
3 accounting and distribution of the settlement funds.

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5 **IT IS SO ORDERED, ADJUDGED, AND DECREED:**

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7 Dated: December 9, 2024



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9 The Honorable Harold W. Hopp
10 Judge of the Superior Court, County of Riverside
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EXHIBIT 1

Notice of Proposed Class Action Settlement

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

ROBERT VENEZIA, an individual, on behalf of
himself, the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiff,

v.

W.B. POWELL, INC., a California corporation;
and DOES 1 TO 20,

Defendants.

Case Number: RIC2004151

Notice of Proposed Class Action Settlement

A court authorized this notice. This is not a solicitation from a lawyer.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

You may be eligible to receive a settlement payment. Please read this notice carefully.

A proposed class action settlement agreement has been reached between: **(1)** Plaintiff Robert Venezia (“Plaintiff”), individually and in his representative capacity on behalf of a group of prospective class members defined below, and as a private attorney general on behalf of the State of California; and **(2)** Defendant W. B. Powell, Inc. (“Defendant”) with, as third-party beneficiaries of this Settlement, Foldcraft Company, Norco Millwork Inc., Ventoux Industrial Holdings LLC, all their respective former, current, and future parent, predecessor, subsidiary and affiliated entities, including all former, current, and future corporations, partnerships, members, divisions and joint ventures, all former, current, and future officers, directors, shareholders, executives, managers, supervisors, insurers, partners, employees, agents, attorneys, successors and assigns of Defendant and/or third-party beneficiaries. A copy of the Settlement Agreement and Release of Class Action (the “Settlement”) is attached as Exhibit A to the Declaration of Jonathan Melmed in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement filed with the California Superior Court for the County of Riverside on February 20, 2024, which can be located at 4050 Main Street Riverside, CA 92501 or

<https://epublicaccess.riverside.courts.ca.gov/publicportal/?q=user/login&destination=node/37>

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The Settlement resolves disputed claims against Defendant arising out of its compensation practices during the period from October 19, 2016, through the date of preliminary approval (the “Class Period”) as applied to Plaintiff and all individuals who are or were employed by Defendant in California as a non-exempt employee during the Class Period (“Class Members”).

The Court has granted preliminary approval of the Settlement and ordered this notice to be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any determination of these issues will be made at the Final Approval Hearing.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you are a Class Member (as defined above) and received this notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment. If you accept your settlement amount, you will release the claims described below.

1. DESCRIPTION OF THE LAWSUIT

On October 19, 2020, Plaintiff, individually and in his representative capacity on behalf of the Class Members, and as a private attorney general on behalf of the State of California, filed a complaint against Defendant in the Superior Court of California for the County of Riverside in the matter of ***Robert Venezia v. W.B. Powell, Inc.***, case number **RIC2004151** (the “Action”). The Action sought recovery for Defendant’s alleged: **(1)** failure to pay minimum wage for all hours worked; **(2)** failure to pay proper overtime wages; **(3)** failure to provide compliant rest periods and pay missed rest break premiums; **(4)** failure to provide compliant meal periods and pay missed meal period premiums; **(5)** failure to pay timely wages during employment; **(6)** failure to pay all wages due and owing at separation; **(7)** failure to reimburse business expenses; **(8)** failure to provide complete and accurate wage statements; **(9)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law; and **(10)** statutory penalties based on the foregoing pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”).

Defendant denies all liability, denies all allegations in the Action, and has raised various defenses to the claims. Defendant asserts that it fully complied with all applicable wage and hour laws, and contends that civil penalties under PAGA are not warranted. Defendant also denies that the Action is suitable for class certification. Defendant has entered into the Settlement solely for purposes of resolving this dispute to avoid costly, disruptive, and time-consuming litigation and does not admit to any wrongdoing or liability.

The Court has not ruled on the merits in the Action. By approving the Settlement and issuing this notice, the Court is *not* suggesting which side would win or lose the case if it went to trial or whether the claims are suitable for class certification. To avoid the additional expense, inconvenience, and risk of continued litigation, however, Plaintiff and Defendant (the “Parties”) have concluded that it is in their respective best interests and the interests of the Class Members to settle the Action on the

terms summarized in this notice. The Settlement was reached after Defendant provided extensive information and documents to Plaintiff's counsel, and after lengthy arms-length non-collusive negotiations between the Parties, including mediation with an experienced and well-respected mediator in California. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Settlement was a fair, reasonable, and adequate way to resolve the disputed claims.

Plaintiff and Plaintiff's counsel—Jonathan Melmed and Laura Supanich of Melmed Law Group P.C. ("Class Counsel")—support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation. Plaintiff and Class Counsel believe that the settlement described in this notice is fair, adequate, reasonable, and in the best interests of Plaintiff and the Class Members.

Under the Settlement, the following settlement class will be certified under California law: Plaintiff and all individuals who are or were employed by Defendant in California as a non-exempt employee during the Class Period. The "Class Period" is defined as the period from October 19, 2016, through the date of preliminary approval. The Settlement provides for a gross settlement amount of \$105,000.00, a share of which is to be distributed to the Class Members based on the pro rata number of weeks worked by the Class Members during the Class Period as a proportion of all weeks worked by all Class Members. In exchange for their share of the settlement amount, all participating Class Members will be deemed to have released Defendant from liability on the terms described in this notice.

On [date of preliminary approval], the Court preliminarily approved the Settlement and conditionally certified the settlement class. This notice is being sent to you because Defendant's records indicate that you worked for Defendant during the Class Period and that you meet the definition required to be treated as a Class Member.

2. **IF YOU ARE STILL EMPLOYED BY DEFENDANT, THIS SETTLEMENT WILL NOT AFFECT YOUR EMPLOYMENT.**

California law strictly prohibits retaliation. Further, Defendant is prohibited by law from taking any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in the Settlement.

3. **TERMS OF THE SETTLEMENT**

Defendant has agreed to pay \$105,000.00 (the “Gross Settlement Amount”) to resolve the claims in the Action. The Parties agreed to the following payments from the Gross Settlement Amount:

1. **Settlement Administration Costs.** The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this notice to you and will perform many other duties relating to the Settlement. Under the Settlement, up to \$10,000.00 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.
2. **Attorneys’ Fees and Expenses.** Class Counsel have been prosecuting the Action on behalf of the 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. To date, the Parties have aggressively litigated many aspects of the case including investigation, settlement efforts, and a full-day mediation session. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of one-third of the Gross Settlement Amount (i.e., \$35,000.00) as reasonable compensation for the work Class Counsel performed and will continue to perform in the Action. Class Counsel also will ask for reimbursement of up to \$12,000.00 for the costs Class Counsel incurred in connection with the Action.
3. **PAGA Payment.** The Parties have agreed on a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is \$10,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be

distributed as follows: seventy-five percent (75%) (i.e., \$7,500.00) to the LWDA and twenty-five percent (25%) (i.e., \$2,500.00) to the individuals who come within the definition of an “aggrieved employee” for the purposes of the Settlement (i.e., all individuals who are or were employed by Defendants as non-exempt employees in California during the PAGA Period). The “PAGA Period” is defined for these purposes to mean the period from October 20, 2019, through the date of preliminary approval.

After deducting the amounts above, the balance of the settlement amount will form the “Net Settlement Amount” for distribution to the Class Members.

4. DISTRIBUTION OF THE SETTLEMENT TO THE CLASS MEMBERS

Each eligible Class Member who does not request exclusion from the Settlement will be deemed a “Class Participant” and will receive a share from the Net Settlement Amount which will be distributed pro rata based on the proportional number of weeks worked by each Class Member during the Class Period (the “Individual Settlement Amount”). If any Class Member requests exclusion from the Settlement, his or her share will be distributed to the remaining Class Participants.

Twenty-Five percent (25%) of each Individual Settlement Amount will constitute payment in the form of wages (and each Class Participant will be issued an IRS Form W-2 for such payment to him or her), and Seventy-Five percent (75%) of each Individual Settlement Amount will constitute penalties and interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her).

Defendant, or its proxies, shall take all usual and customary deductions from the Individual Settlement Amount payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or penalty distribution—it will, however, be reported on IRS Form 1099 as income. Class Participants are responsible for the proper income tax treatment of their Individual Settlement Amount. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement. Class Participants assume all employee-related liability for taxes and any costs, fees, interest, assessments,

penalties, damages or other losses relating thereto, and agree to indemnify, hold harmless and defend Defendant and Released Parties from the same.

The workweeks you worked for Defendant during the Class Period will be calculated based on Defendant's records. If you feel that you were not credited with the correct number of workweeks worked during the Class Period, you may submit evidence to the Settlement Administrator on or before [Response Deadline] with documentation to establish the number of workweeks you claim to have actually worked during the Class Period. **Documentation sent to the Settlement Administrator will not be returned or preserved, so do not send originals.** The Parties and the Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks should be credited. The Settlement Administrator will make the final decision as to how many weeks are credited and report the outcome to the Class Participant. If you are unsatisfied with the decision, you may submit an objection, which is explained below.

Settlement checks will be mailed to all Class Participants after the Court grants final approval of the Settlement and judgment is entered.

5. THE RELEASE OF CLAIMS

If the Court approves the Settlement, the Court will enter judgment and the Settlement will bind all Class Participants. The Class Participants will then be barred from bringing any "Released Claims" against the "Released Parties" as those terms are defined below.

The "Released Parties" are Defendant W. B. Powell, Inc., with, as third-party beneficiaries of this Settlement, Foldcraft Company, Norco Millwork Inc., Ventoux Industrial Holdings LLC, all their respective former, current, and future parent, predecessor, subsidiary and affiliated entities, including all former, current, and future corporations, partnerships, members, divisions and joint ventures, all former, current, and future officers, directors, shareholders, executives, managers, supervisors, insurers, partners, employees, agents, attorneys, predecessors, successors and assigns of Defendant and/or third-party beneficiaries.

The "Released Claims" are those claims alleged in the operative Complaint or those claims that could have been alleged based on the facts plead in the complaint, including but not limited to: claims for minimum wage violations; failure to pay overtime wages; unreimbursed expenses; rest period

violations; meal period violations; failure to timely pay wages; itemized wage statement violations; waiting time penalties; unfair competition based on the foregoing; and claims for PAGA penalties pursuant to the California Private Attorneys General Act based on the foregoing Labor Code violations; including, but not limited to, California Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, and Labor Code sections 2698-2699.5. The Release Period shall be the Class Period. No other claims are released other than those claims specifically plead in the operative Complaint.

In addition, the Scope of Settlement and the release of claims herein is intentionally intended by the Parties to be as broad as possible and include “all claims,” which is expressly intended by the Parties to “includ[e] ‘claims that are not expressly enumerated in the release’” as recognized by the Court of Appeal in Villacres v. ABM Industries, Inc. ((2010) 189 Cal.App.4th 562, 587 [acknowledging broad waiver of potential claims, including PAGA-based claims]), and as modified by and consistent with the Court in Amaro v. Anaheim Arena Mgmt., LLC (2021) 69 Cal. App. 5th 521. Thus, the Parties intend this release to cover all claims for relief of any kind based on the allegations raised by Plaintiff and all transactions and occurrences upon which those claims were based, including all legal remedies and damages; all injunctive remedies and restitution; all statutory damages and civil penalties under PAGA.

The Settlement does *not* release Defendant or any person, party, or entity from claims, if any, by Class Members for workers compensation, unemployment, or disability benefits of any nature. Nor does it release any claims, actions, or causes of action which may be possessed by Class Members under state or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act (Gov. Code, sections 12900–12996); the Unruh Civil Rights Act (Civ. Code, section 51); the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000, et seq.); the Americans with Disabilities Act (42 U.S.C. section 12101, et seq.); the Employee Retirement Income Security Act of 1974 (29 U.S.C. section 1001 et seq.); and all of their implementing regulations and interpretive guidelines.

Class Members who do not request exclusion from the Settlement will be deemed to have acknowledged and agreed that their claims for wages and penalties in the Action are disputed, and that

the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Settlement payments. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

6. YOUR OPTIONS

6.1. DO NOTHING AND RECEIVE YOUR PORTION OF THE SETTLEMENT

If you do nothing, you will be automatically included as a Class Participant in the Settlement and will receive a settlement payment. You do *not* have to take any further action to receive your settlement payment. It is, however, the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment. The estimated amount of your settlement payment if you do nothing is [estimated individual settlement amount].

6.2. REQUEST EXCLUSION FROM THE CLASS AND THE SETTLEMENT

If you do *not* wish to take part in the class action portion of the Settlement (the “Class Settlement”), you may exclude yourself (i.e., opt out of the Class Settlement) by completing and sending the Settlement Administrator the attached Exclusion Form.

Send the request for exclusion directly to the Settlement Administrator at the following address by no later than [Response Deadline]:

Phoenix Settlement Administrators
[ADDRESS]

Any person who submits a timely request for exclusion from the Class Settlement shall, upon receipt, no longer be a Class Member, shall be barred from participating in the Class Settlement, and shall receive no benefits from the class action portion of the Settlement. If you want confirmation of

receipt of your request for exclusion, please send it by United States certified mail, return receipt requested, or contact the Settlement Administrator.

Importantly, Class Members who timely and validly request exclusion from the Class Settlement will *not* be excluded from their share of the PAGA Payment. Requesting exclusion from the Class Settlement applies solely to the Class Members' entitlement to the class action portion of the Settlement and not their entitlement to the PAGA Payment. If you request exclusion from the Class Settlement you will still be entitled to your share, if any, of the PAGA Payment.

6.3. OBJECT TO THE SETTLEMENT

You have the right to object to the terms of the Settlement if you do not request exclusion. If, however, the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may complete and file with the Settlement Administrator and the Court the attached Objection Form. Objections in writing must be mailed to the Settlement Administrator—Phoenix Settlement Administrators, PO Box 7208, Orange, CA 92863—by no later than **[Response Deadline]** to be considered. **Objections that do not include all required information, or that are not timely submitted, might not be considered by the court.**

If you choose to object to the Settlement, you may also appear to speak at the final approval and fairness hearing scheduled for **[Final Approval Hearing Date]**, at **[Final Approval Hearing Time]** in Department 1 of the Superior Court of California for the County of Riverside, located at **[Court Location]**. You have the right to appear either in person or through your own attorney at this hearing.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided above shall have waived any objection to the Settlement, whether by appeal or otherwise.

The Court may, at the time of the final approval and fairness hearing, have certain social distancing requirements or procedures for attendance at hearings. If you wish to object to the Settlement by speaking at the final approval and fairness hearing, you may contact Class Counsel, whose information is provided below, for more information about the Court's current social distancing procedures. You may also review the Court's website for the most current information.

7. HOW TO UPDATE OR CHANGE YOUR ADDRESS

If you move after receiving this notice or if it was misaddressed, please contact the Settlement Administrator, Phoenix Settlement Administrators, at [PHONE NUMBER] or by email at [EMAIL], as soon as possible. **This is important to ensure that future notices and/or the Settlement payment reach you.**

8. IF THE SETTLEMENT IS NOT APPROVED

If the Settlement is not approved by the Court, or if any of its conditions are not satisfied, the Settlement may be voided, in which case no money will be paid, and the case will return to litigation. If that happens, there is no assurance: **(1)** that the class will be certified by the Court; **(2)** that any decision at trial would be in favor of Class Members; **(3)** that a trial decision, if any, would be as favorable to the Class Members as the Settlement; or **(4)** that any favorable trial decision would be upheld if an appeal was filed.

9. QUESTIONS OR COMMENTS

PLEASE DO NOT CALL OR CONTACT THE COURT. If you have any questions about the settlement, you may contact the Settlement Administrator at: [PHONE NUMBER] or by e-mail at [EMAIL ADDRESS]. You may also contact Class Counsel at the addresses or phone numbers listed below.

Lawyers Representing Plaintiff and the Class Members

MELMED LAW GROUP P.C.

Jonathan Melmed

jm@melmedlaw.com

Laura Supanich

lms@melmedlaw.com

1801 Century Park East, Suite 850

Los Angeles, California 90067

Phone: (310) 824-3828

Fax: (310) 862-6851

Exhibit 2

CLASS ACTION SETTLEMENT SHARE FORM

*Robert Venezia v. W.B. Powell, Inc.
Case Number RIC2004151
Superior Court of California for the County of Riverside*

The proposed class action settlement agreement (the “Settlement”) described in the accompanying *Notice of Proposed Class Action Settlement* resolves disputed claims against Defendant W. B. Powell, Inc. (“Defendant”) arising out of its compensation practices during the period from October 19, 2016, through the date of preliminary approval (the “Class Period”) as applied to Plaintiff and all individuals who are or were employed by Defendant in California as a non-exempt employee during the Class Period (“Class Members”).

You are receiving this form because you are believed to be a Class Member. **According to Defendant’s records, you worked [REDACTED] workweeks for Defendant during the Class Period. Accordingly, your share of the Settlement is currently estimated to be \$ [REDACTED]**, which is an estimate of your allocated portion the Net Settlement Amount, as that term is defined in the accompanying *Notice of Proposed Class Action Settlement*. Your estimated share of the Settlement may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement.

You do not need to do anything to receive money under the Settlement.

If you believe the information provided above as to the number of your workweeks is incorrect and wish to dispute it, please contact the Settlement Administrator no later than **[Response Deadline]** at:

Phoenix Settlement Administrators

EMAIL

PHONE

PO Box 7208, Orange, CA 92863

If you dispute the information stated above, the information Defendant provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation, must be postmarked no later than **[Response Deadline]**.

Do not send originals; documentation sent to the claims administrator will not be returned or preserved.

Exhibit 3

REQUEST FOR EXCLUSION FORM
(*Venezia v W.B. Powell, Inc.*, Case No. RIC2004151)

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION
SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT, DO NOT
FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE
SETTLEMENT, AND DO NOT WANT TO RECEIVE A SETTLEMENT PAYMENT,
YOU MUST COMPLETE, DATE AND SIGN THIS
FORM AND MAIL IT BACK TO THE ADDRESS BELOW,
POSTMARKED NO LATER THAN [response deadline]:**

Venezia v W.B. Powell, Inc.
c/o Phoenix Settlement Administrator
P.O. Box 7208
Orange, CA 92863

If you submit this Request for Exclusion Form, you will not receive an individual settlement payment, and you will not be bound by the release set forth in the Settlement Agreement, if the Court grants final approval to the class action settlement. You will be excluded from the settlement, and will not be a Class Member in this case.

If you are a PAGA aggrieved employee, you will receive your portion of the PAGA Payment even if you elect to exclude yourself from the class action settlement. The PAGA aggrieved employees are those members of the Class who worked for Defendant in the period from October 20, 2019 through April 25, 2024.

I have received notice of the proposed settlement in this class action lawsuit, and I wish to be excluded from the settlement in the class action lawsuit. I understand by requesting exclusion from the settlement I will not receive any money from the settlement of the lawsuit, but I will retain whatever rights I may have, if any, to pursue a claim against the Defendant with respect to the claims raised in the above-referenced lawsuit.

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security Number: XXX-XX-_____

Date: _____

(signature)

EXHIBIT 4

Objection Form

OBJECTION FORM
(Robert Venezia v. W.B. Powell, Inc., Case No. RIC2004151)

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION
SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT, DO NOT FILL
OUT THIS FORM.**

**IF YOU WANT TO OBJECT TO THE
SETTLEMENT, COMPLETE, DATE AND SIGN THIS
FORM AND MAIL OR DELIVER IT BACK TO THE ADDRESS BELOW,
POSTMARKED NO LATER THAN [response deadline]:**

Robert Venezia v. W.B. Powell, Inc.
c/o Phoenix Settlement Administrators
PO Box 7208
Orange, CA 92863

If you choose, you may object to the proposed Settlement. The Court will consider your objection before deciding whether to grant final approval to the class action settlement. By objecting, you are requesting that the Court *not* grant final approval to the class action settlement. If you are concerned that the settlement terms are unfair, you may submit an objection for the Court's review. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will get your settlement payment and the release of claims will apply to you.

If you wish to object to the Settlement, you may complete this Objection form and state the basis for your objection, or you may write your objection in any other written format you choose. Alternatively, you may appear at the Final Fairness Hearing and make your objection to the Court regardless of whether you submit a written objection. Send the completed Objection form or other written statement, along with legal briefs or other documents that support your objection, if any, by mailing it to the address below, postmarked no later than [response deadline].

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security number: XXX-XX-_____

Date: _____
(signature)

Reasons Why You Object (you may attach additional pages if necessary): _____
