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**IN THE 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 No. RIC2004151

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

Date: May 10, 2024

Time: 8:30 a.m.

Dept.: 1

Judge: Hon. Harold W. Hopp

Complaint Filed: October 19, 2020

FAC Filed: March 15, 2021

1 Plaintiff's unopposed Supplemental Motion for Preliminary Approval of a Class Action
2 Settlement came before this Court on May 10, 2024, in Department 1, the Honorable Harold W.
3 Hopp, presiding. The Court having considered the papers submitted in support of the application of
4 the parties, HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class
6 based upon the terms set forth in the Settlement Agreement and Release of Class Action (the
7 "Settlement Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in support
8 of Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement. All terms
9 used herein shall have the same meaning as defined in the Settlement Agreement. The settlement set
10 forth in the Settlement Agreement appears to be fair, adequate and reasonable to the Class, and the
11 Court preliminarily approves the terms of the Settlement Agreement, including, without limitation:

- 12 a. A non-reversionary Gross Settlement Amount of **\$105,000.00**;
- 13 b. Court approved attorneys' fees to Class Counsel of up to **\$35,000.00**,
14 representing one-third of the Gross Settlement Amount;
- 15 c. Court approved litigation costs to Class Counsel of up to **\$12,000.00**;
- 16 d. Fees and Costs of the Settlement Administrator of up to **\$10,000.00**; and
- 17 e. A PAGA allocation of \$10,000.00, with **\$7,500.00** (i.e., 75%) payable to the
18 California Labor & Workforce Development Agency for its portion of the
19 PAGA penalties.

20 2. This Court has considered the papers in support of the Motion and the Settlement
21 Agreement and finds that pursuant to California Rules of Court Rule 3.769(d), the proposed Class
22 should be certified for settlement purposes only. Specifically, the Court finds for settlement purposes
23 only that the proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the
24 commonality requirements; (d) the claims of the Class Representative is typical of the claims of the
25 proposed Class Members; (e) Class Representative's counsel has and is able to adequately represent
26 the proposed Class; (f) the Class Representative is adequate to represent the Class; and (g) class-
27 wide treatment of this dispute is superior to individual litigation because common issues
28 predominate over individual issues for settlement purposes.

1 3. The Settlement falls within the range of reasonableness and appears to be
2 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
3 and final approval by this Court.

4 4. A final fairness hearing on the question of whether the proposed Settlement and
5 attorneys' fees and costs to Class Counsel should be finally approved as fair, reasonable and
6 adequate as to the members of the Class is scheduled on the date and time set forth in the
7 implementation schedule in Paragraph 13 below.

8 5. This Court approves, as to form and content, the Notice of Proposed Class Action
9 Settlement ("Class Notice"), in substantially the form attached hereto as **Exhibit 1**, the Share Form,
10 in substantially the form attached hereto as **Exhibit 2**, the Exclusion Form, attached hereto as
11 **Exhibit 3**, and the Objection Form, attached hereto as **Exhibit 4**. The Court approves the procedure
12 for Class Members to participate in, to opt out of, and to object to, the Settlement as set forth in the
13 Settlement Agreement.

14 6. The Court directs the mailing of the Class Notice by first class mail to the Class
15 Members in accordance with the Implementation Schedule set forth below. The Court finds the
16 dates selected for the mailing and distribution of the Notice, as set forth in the Implementation
17 Schedule, meet the requirements of due process and provide the best notice practicable under the
18 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

19 7. It is ordered that the Settlement Class is preliminarily certified for settlement
20 purposes only.

21 8. The Court preliminary certifies for settlement purposes only the Settlement Class
22 defined as follows: *all individuals who are or were employed by Defendant in California as a non-*
23 *exempt employee during the Class Period. See Settlement Agreement, at § 1.39. The Class Period is*
24 *defined as October 19, 2016, through the date of preliminary approval. See Settlement Agreement,*
25 *at § 1.10.*

26 9. All Settlement Class members who do not timely opt out will release those claims
27 alleged in the operative Complaint or those claims that could have been alleged based on the facts
28 plead in the complaint, including but not limited to: claims for minimum wage violations; failure to

1 pay overtime wages; unreimbursed expenses; rest period violations; meal period violations; failure
2 to timely pay wages; itemized wage statement violations; waiting time penalties; unfair competition
3 based on the foregoing; and claims for PAGA penalties pursuant to the California Private Attorneys
4 General Act based on the foregoing Labor Code violations; including, but not limited to, California
5 Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198,
6 and 2802, and Labor Code sections 2698-2699.5. Settlement Agreement, at § 1.34. The Release
7 Period shall be the Class Period. *Id.* No other claims are released other than those claims specifically
8 plead in the operative Complaint.

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

19 10. The Court confirms Plaintiff Robert Venezia as Class Representative, and Jonathan
20 Melmed and Laura M. Supanich of Melmed Law Group P.C. as Class Counsel.

21 11. The Court appoints Phoenix Settlement Administrators as the Settlement
22 Administrator to perform services as required by and outlined in section 7 of the Settlement
23 Agreement.

24 12. The Class Notice to the Class Members shall be accompanied by an exclusion form
25 that the class members may use. Any exclusion form shall be submitted to the settlement
26 administrator rather than filed with the court. Class Members shall not be required to send copies of
27 the exclusion form to counsel. The settlement administrator shall file a declaration concurrently with
28 the filing of any motion for final approval authenticating a copy of every exclusion form received

1 by the administrator.

2 13. The Class Notice shall be accompanied by an objection form that the class members
3 may use. Any objection shall be submitted to the settlement administrator rather than be filed with
4 the Court. Class Members shall not be required to send copies of the objection form to counsel. The
5 settlement administrator shall file a declaration concurrently with the filing of any motion for final
6 approval authenticating a copy of every objection form received by the settlement administrator.

7 14. If notice is to be given by mail, and if the class members will be required to submit a
8 claim form: (1) the notice shall be accompanied by a stamped envelope addressed to the settlement
9 administrator; and (2) the settlement administrator shall send a reminder notice to every class
10 member from whom no claim or exclusion request is received within thirty (30) days of mailing the
11 notice.

12 15. To facilitate administration of the settlement pending final approval, the Court hereby
13 enjoins Plaintiff from filing or prosecuting any claims, suits or administrative proceedings (including
14 filing claims with the Division of Labor Standards Enforcement of the California Department of
15 Industrial Relations) regarding claims released by the settlement, unless and until such Class
16 Members have filed valid Requests for Exclusion with the Settlement Administrator and the time
17 for filing claims with the Settlement Administrator has elapsed.

18 16. The Court orders the following **Implementation Schedule** for further proceedings:

19	a. Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 30 days after the Preliminary Approval Date]
20		
21	b. Deadline for Settlement Administrator to Mail Notice to Class Members	[within 14 days after receiving the class member information]
22		
23	c. Deadline for Class Members to Postmark Requests for Exclusion	[45 days after mailing of the Class Notice]
24		
25	d. Deadline for Class Members to submit any Objections to Settlement	[45 days after mailing of the Class Notice]
26		

e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[7 days prior to Final Approval and Fairness Hearing]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing (the Court's first available date after October 15, 2024)	October 17, 2024 at 8:30 a.m. p.m.

17. The settlement administrator must give notice to any objecting party of any continuance of the hearing date for the motion for final approval.

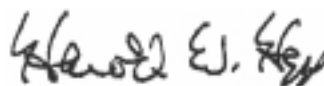
18. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

19. The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure section 664.6 to enforce the terms of the Settlement.

IT IS SO ORDERED.

05/14/2024

Dated: _____



Hon. Harold W. Hopp
Judge of the Superior Court, Riverside

Exhibit 1

**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>

9

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, [ADDRESS]—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 [Court Department] 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

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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

ADDRESS

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 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
(*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]:**

Venezia v W.B. Powell, Inc.
c/o Settlement Administrator
[Settlement Administrator Address]

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): _____
