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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

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

Plaintiff,

vs.

U.S. POLE COMPANY, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No.: 20STCV36092

Honorable Stuart M. Rice
Department 1

CLASS ACTION

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

Date: March 7, 2025
Time: 4:00 p.m.
Department: 1

Complaint Filed: September 22, 2020
FAC Filed: January 11, 2021
Trial Date: None Set

1 This matter has come before the Honorable Stuart M. Rice in Department 1 of the Superior
2 Court of the State of California, for the County of Los Angeles, on March 7, 2025, at 4:00 p.m. for
3 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers *for*
4 Justice, PC appears as counsel for Plaintiff Jose Cabrera ("Plaintiff"), individually and on behalf of
5 all other members of the general public similarly situated and other aggrieved employees and
6 O'Hagan Meyer appears as counsel for Defendant U.S. Pole Company, Inc. ("Defendant").

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

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the First Amended Class Action and PAGA
12 Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as
13 **"EXHIBIT 2"** to the Declaration of Selena Matavosian in Support of Plaintiff's Motion for
14 Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's
15 determination that the Settlement falls within the range of possible approval as fair, adequate, and
16 reasonable.

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

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

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

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

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

22 All current and former hourly-paid or non-exempt employees of Defendant in the
23 State of California who performed work at any time during the Class Period. ("Class"
 or "Class Members").

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

27 8. The Court provisionally appoints Plaintiff Jose Cabrera as the representative of the
28 Class ("Class Representative").

1 9. The Court provisionally appoints Phoenix Settlement Administrators (“Phoenix”) to
2 handle the administration of the Settlement (“Settlement Administrator”).

3 10. Not later than fourteen (14) calendar days after the Court grants Preliminary
4 Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the
5 Administrator, in the form of a Microsoft Excel spreadsheet (“Class Data”) in conformity with the
6 Settlement Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action
8 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
9 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
10 Class Notice appears to fully and accurately inform the Class Members of all material elements of
11 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
12 Request for Exclusion, of Class Members’ right to challenge the Workweeks and/or PAGA Pay
13 Periods credited to each of them, and of each Participating Class Member’s right and opportunity to
14 object to the Class Settlement by submitting an objection to the Settlement Administrator. The Court
15 further finds that distribution of the Class Notice substantially in the manner and form set forth in
16 the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
17 Agreement and this Order, meets the requirements of due process and shall constitute due and
18 sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator
19 to send to the Class Notice with Spanish translation to all Class Members identified in the Class
20 Data, via first-class United States Postal Service (“USPS”) mail, pursuant to the terms set forth in
21 the Settlement Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
24 choose to be excluded from the Class Settlement by submitting a timely and valid Request for
25 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement
26 Administrator, postmarked no later than the date which is sixty (60) calendar days from the initial
27 mailing of the Class Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed
28 Class Notice, the Response Deadline for that Class Member shall be extended by fourteen (14)

1 calendar days. Any such person who timely and validly chooses to opt out of, and be excluded from,
2 the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be
3 bound by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless,
4 all current and former hourly-paid or non-exempt employees of Defendant in the State of California
5 employed at any time during the PAGA Period, (“Aggrieved Employees”) will be bound by the
6 PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
7 submit a Request for Exclusion. Class Members who have not submitted a timely and valid Request
8 for Exclusion (i.e., Participating Class Members) shall be bound by the Class Settlement and any
9 final judgment based thereon.

10 13. A Final Approval Hearing shall be held before this Court on
11 _____ at _____ a.m./p.m. in
12 Department 1 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312
13 N. Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the
14 Settlement, including: whether the proposed settlement of the action on the terms and conditions
15 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
16 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
17 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
18 to the Class Members and Aggrieved Employees; and determine whether to finally approve the
19 requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
20 Representative Service Payment, Administration Costs, and PAGA Penalties.

21 14. Class Counsel shall file a motion for final approval of the Settlement and for Class
22 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
23 Payment, Administration Costs and PAGA Penalties, along with the appropriate declarations and
24 supporting evidence, including the Settlement Administrator’s declaration, by
25 _____, to be heard at the Final Approval Hearing.

26 15. To object to the Class Settlement, a Class Member must submit their objection to
27 the Settlement Administrator on or before the Response Deadline. Participating Class Members
28 may also present their objection orally at the Final Approval Hearing, regardless of whether they

1 have submitted a written objection.

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

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

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

20 **IT IS SO ORDERED.**

21 Dated: _____

22 By: _____

23 The Honorable Stuart M. Rice
24 Judge of the Superior Court
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26
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28

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Jose Cabrera v. U.S. Pole Company, Inc.
Superior Court of California for the County of Los Angeles
Case No. 20STCV36092

PLEASE READ THIS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Jose Cabrera ("Plaintiff") and Defendant U.S. Pole Company, Inc. ("Defendant") (Plaintiff and Defendant are together referred to as the "Parties") in the case entitled *Jose Cabrera v. U.S. Pole Company, Inc.*, Superior Court of California for the County of Los Angeles, Case No. 20STCV36092 ("Action"). The settlement may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [date of Final Approval hearing] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Aggrieved Employee" means all current and former hourly-paid or non-exempt employees of Defendant in the State of California employed at any time during the PAGA Period.

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

"Class Period" means the period from September 22, 2016 to November 5, 2023.

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

"PAGA Period" means the period from November 2, 2019 to November 5, 2023.

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

II. BACKGROUND OF THE LAWSUIT

On September 22, 2020, Plaintiff Jose Cabrera filed a Class Action Complaint for Damages ("Original Complaint") against Defendant U.S. Pole Company, Inc. in the Los Angeles County Superior Court, Case No. 20STCV36092 ("Action").

On November 2, 2020, Plaintiff provided written notice by certified mail ("PAGA Notice") to the California Labor & Workforce Development Agency ("LWDA") and Defendant of his intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and the basis for those claims.

On January 11, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("First Amended Complaint" or "Operative Complaint"), adding a claim for civil penalties pursuant to PAGA, on behalf of the State of California and aggrieved employees.

On August 23, 2021, the Court entered an Order, thereby dismissing the Original Complaint and all causes of action except cause of action eleven (11), dismissing Plaintiff's individual claims without prejudice, and dismissing the class claims in Plaintiff's Original Complaint without prejudice. On May 31, 2024, pursuant to a stipulation of the Parties, the Court entered

an Order, thereby vacating the prior dismissal of Plaintiff's individual and class action claims and reinstating Plaintiff's individual and class action claims, as alleged in the Operative Complaint.

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

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

On March 14, 2023, the Parties participated in a full-day mediation session with Mark S. Rudy, Esq., a respected class action mediator. After the mediation had concluded the Parties accepted the "Mediator's Proposal". The Parties have since entered into the First Amended Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement ("Administrator"), Plaintiff as the representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Selena Matavosian
Lawyers for Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or challenge the Workweeks credited to you, if you so choose, as explained more fully in Section III below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object to or seek exclusion from the PAGA Settlement; all Aggrieved Employees will be bound by the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, the State of California, and/or Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The gross settlement amount is Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Participating Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Class Counsel Fees Payment in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$175,000.00) and Class Counsel Litigation Expenses Payment in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) to Class Counsel; (2) Class Representative Service Payment in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for his services in the Action; (3) payment to the California Labor and Workforce Development Agency ("LWDA") in the

amount of Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) for its 75% portion of the PAGA Penalty Amount (“LWDA Payment”) and the remaining 25%, or \$12,500.00, will be payable to the Aggrieved Employees on a *pro rata* basis based on PAGA Pay Periods during the PAGA Period (i.e., Individual PAGA Payment); and (4) Administration Costs in an amount not to exceed Twelve Thousand Dollars and Zero Cents (\$12,000.00) to the Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member was employed by Defendant as an hourly-paid or non-exempt employee in the State of California during the Class Period (“Workweeks”).

The Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement (“Participating Class Members”) will be issued payment of their final Individual Settlement Payment.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Penalties attributed to Aggrieved Employees, i.e., \$12,500.00, (“Individual PAGA Payment”) based on the Aggrieved Employees’ PAGA Pay Periods during the PAGA Period.

The Administrator has divided 25% of the PAGA Penalties by the PAGA Pay Periods of all Aggrieved Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiplied each Aggrieved Employee’s individual Pay Periods during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment (which is listed in Section III.C below). Aggrieved Employees shall receive an Individual PAGA Payment and shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages which will be reported on an IRS Form W2 and eighty percent (80%) penalties and interest which will be reported on an IRS Form 1099 (if required). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, resulting a net payment to the Participating Class Member (“Individual Settlement Payment”). Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form 1099-MISC, if necessary.

If the Court grants final approval of the Settlement, Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator in two (2) installment payments: (a) \$250,000.00 to be paid within thirty (30) calendar days after Final Approval (“First Installment”), and (b) \$250,000.00 to be paid out six (6) months after the First Installment (“Second Installment”).

The timing of the distribution of payments will depend on the date of Final Approval of the Settlement and the date on which Defendant funds the installments.

Individual Settlement Payments and/or Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees at the address that is on file with the 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 Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Pay Periods Based on Defendant’s Records

According to Defendant’s records, you have been credited with [REDACTED] Workweeks during the Class Period, i.e., from September 22, 2016 to November 5, 2023.

According to Defendant’s records, you have been credited with [REDACTED] PAGA Pay Periods during the PAGA Period, i.e., from November 2, 2019 to November 5, 2023.

If you wish to challenge the Workweeks and/or PAGA Pay Periods credited to you, you may submit your challenge by way of email or mail sent to the Administrator before [Response Deadline]. Challenging Class Members should submit supporting documentation along with their challenge. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge.

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

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [redacted]. The Individual Settlement Share is subject to reduction for employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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

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

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Participating Class Members) will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California, and all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on facts alleged in the Operative Complaint, including, any and all claims, actions, and causes of action, arising during the Class Period, including claims for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2803 and Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001, 7-2001, 9-2001, and 16-2001 for failing to pay overtime wages, failure to provide meal periods and/or pay meal premiums, failure to authorize/permit rest periods and/or pay rest premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, and unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, *et seq.* based on the aforementioned.

"Released PAGA Claims" means the State of California with respect to all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, that were alleged, or reasonably could have been alleged, in the Operative Complaint and PAGA Notice, arising during the PAGA Period, including claims for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2803 and Industrial Welfare Commission Wage Orders Nos. 1-2001, 4-2001, 7-2001, 9-2001, and 16-2001 for failing to pay overtime wages, failure to provide meal periods and/or pay meal premiums, failure to authorize/permit rest periods and/or pay rest premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to

reimburse necessary business expenses, and unfair or unlawful business practices pursuant to California Business and Professions Code § 17200, *et seq.* based on the aforementioned.

“Released Parties” means Defendant, and its divisions, affiliates, predecessors, successors, shareholders officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, clients, customers, suppliers, and vendors.

E. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$175,000.00) (“Class Counsel Fees Payment”) and reimbursement of litigation costs and expenses not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) (“Class Counsel Litigation Expenses Payment”), subject to approval by the Court. All of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Class Representative Service Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Dollars Five Hundred and Zero Cents (\$7,500.00) (“Class Representative Service Payment”), in recognition of his services in connection with the Action. The Class Representative Service Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is entitled to under the Settlement.

G. Administration Costs to Administrator

Payment to the Administrator is estimated not to exceed Twelve Thousand Dollars and Zero Cents (\$12,000.00) (“Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and Aggrieved Employees of the Settlement, processing Requests for Exclusion, objections, and challenges regarding Workweeks and PAGA Pay Periods, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the Class Settlement

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

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

If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

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

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a signed written letter, by email or mail, (“Request for Exclusion”) to the Administrator. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Class Settlement and includes the Class Member’s name, address, email address or telephone number. To be valid,

a Request for Exclusion must be timely emailed or postmarked by [Response Deadline], at the following mailing address:

[Administrator]
[Mailing Address]

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

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Administrator, by email or mail, or presenting your objection at the Final Approval Hearing. Written objections must be submitted to the Administrator on or before [Response Deadline].

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, Class Representative Service Payment to Plaintiff, and Administration Costs to the Administrator.

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.

The Administrator will post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, and the Final Approval and Judgement on a portion of the Administrator's website ().

Please visit the Court's website for the most up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.lacourt.org/>.

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk's office, located at 312 North Spring Street, Los Angeles, California 90012, during business hours, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>, typing in "20STCV36092" for the "Case Number" and clicking "Spring Street Courthouse" on the drop down bar for the "Filing Courthouse."

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