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

OSTON JEMBA MADENGUE, HECTOR
REYES, individually, and on behalf of other
members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

v.

GOORIN BROS., INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 19STCV23129

Honorable Maren E. Nelson
Department SSC17

CLASS ACTION

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

Date: August 19, 2021
Time: 9:30 a.m.
Department: SSC17

Complaint Filed: July 3, 2019
FAC Filed: October 24, 2019
SAC Filed: June 22, 2021
Trial Date: None Set

1 This matter has come before the Honorable Maren E. Nelson in Department SSC17 of the
2 Superior Court of the State of California, for the County of Los Angeles, on August 19, 2021, at
3 9:30 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiffs Oston Jemba Madengue and Hector Reyes ("Plaintiffs"),
5 individually and on behalf of all others similarly situated and other aggrieved employees, and Pacific
6 Employment Law appears as counsel for Defendant Goorin Bros., 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 Plaintiffs' Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

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

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

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

26 4. The Court preliminarily finds that the Settlement, including the allocations for the
27 Attorneys' Fees and Costs, Enhancement Payments, PAGA Amount, Settlement Administration
28 Costs, and payments to the Settlement Class Members and PAGA Employees provided thereby,

1 appear to be within the range of reasonableness of a settlement that could ultimately be given final
2 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
3 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
4 to the Class Members are fair, adequate, and reasonable when balanced against the probable outcome
5 of further litigation relating to certification, liability, and damages issues.

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

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

18 All current and former non-exempt employees employed by Defendant at any time
19 during the during the period from July 3, 2015 through February 1, 2021.

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

22 8. The Court provisionally appoints Plaintiffs Oston Jemba Madengue and Hector
23 Reyes as the representatives of the Class ("Class Representatives").

24 9. The Court provisionally appoints Simpluris, Inc. ("Simpluris") to handle the
25 administration of the Settlement ("Settlement Administrator").

26 10. Within fourteen (14) calendar days of the date of this Order, Defendant shall provide
27 the Settlement Administrator with the following information about each Class Member: full name,
28 last known mailing address, Social Security Number, dates worked for Defendant during the Class
Period, and such other information as is necessary for the Settlement Administrator to calculate

1 Workweeks (collectively referred to as the “Class List”) in conformity with the Settlement
2 Agreement.

3 11. The Court approves, both as to form and content, the Notice of Class Action and
4 PAGA Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1.**” The Class Notice shall be
5 provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds
6 that the Class Notice appears to fully and accurately inform the Class Members of all material
7 elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by
8 submitting a Request for Exclusion, of Class Members’ right to dispute the Workweeks credited to
9 each of them, and of each Settlement Class Member’s right and opportunity to object to the Class
10 Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court further
11 finds that distribution of the Class Notice substantially in the manner and form set forth in the
12 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement
13 and this Order, meet the requirements of due process and shall constitute due and sufficient notice
14 to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the
15 Class Notice by First-Class U.S. Mail to all Class Members within fourteen (14) calendar days of
16 receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

17 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
18 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
19 choose to be excluded from the Class Settlement by submitting a timely written Request for
20 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement
21 Administrator, by mail, postmarked no later than the date which is sixty (60) calendar days from the
22 initial mailing of the Class Notice to Class Members (“Response Deadline”), or, in the case of a re-
23 mailed Class Notice, the Response Deadline for that Class Member shall be the extended by fifteen
24 (15) calendar days. Any such person who timely and validly chooses to opt out of, and be excluded
25 from, the Class Settlement will not be a Settlement Class Member, will not be entitled to any
26 recovery under the Class Settlement, and will not be bound by the Class Settlement or have any right
27 to object, appeal, or comment thereon. Class Members who have not submitted a timely and valid
28 Request for Exclusion (i.e., Settlement Class Members) shall be bound by the terms of the Settlement

1 Agreement, including and not limited to those pertaining to the Released Claims, and any final
2 judgment based thereon. Notwithstanding the above, all PAGA Employees will be bound to the
3 PAGA Settlement and will receive their Individual PAGA Payment irrespective of whether they
4 submit a Request for Exclusion.

5 13. A Final Approval Hearing shall be held before this Court on
6 _____ at _____ a.m./p.m. in
7 Department SSC17 of the Los Angeles County Superior Court, located at Spring Street Courthouse,
8 located at 312 North Spring Street, Los Angeles, California 90012, to determine all necessary
9 matters concerning the Settlement, including: whether the proposed settlement of the Action on the
10 terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be
11 finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered
12 herein; whether the plan of allocation contained in the Settlement should be approved as fair,
13 adequate, and reasonable to the Class Members; and determine whether to finally approve the
14 requests for the Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration
15 Costs.

16 14. Class Counsel shall file a motion for final approval of the Settlement and for
17 Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along
18 with the appropriate declarations and supporting evidence, including the Settlement Administrator's
19 declaration, by _____, to be heard
20 at the Final Approval Hearing.

21 15. To object to the Class Settlement, a Class Member must submit a timely and
22 complete Notice of Objection to the Settlement Administrator, by mail, on or before the Response
23 Deadline. The Notice of Objection must be signed and must contain the information that is required,
24 as set forth in the Class Notice, including and not limited to the grounds for the objection.

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

1 Settlement Agreement.

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

6 **IT IS SO ORDERED.**

7
8 Dated: _____

By:

The Honorable MAREN E. NELSON
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Madengue, et al. v. Goorin Bros., Inc.

Superior Court of California for the County of Los Angeles, Case No. 19STCV23129

PLEASE READ THIS NOTICE CAREFULLY.

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

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

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Oston Jemba Madengue and Hector Reyes (together, "Plaintiffs") and Defendant Goorin Bros., Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Madengue, et al. v. Goorin Bros., Inc.*, Los Angeles County Superior Court, Case No. 19STCV23129 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former non-exempt employees employed by Defendant at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from July 3, 2015 through February 1, 2021.

"Class Settlement" means the settlement and release of the Released Claims that do not arise under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*

"PAGA Employees" means Plaintiffs and all Class Members employed by Defendant at any time during the PAGA Period.

"PAGA Period" means the time period from July 3, 2018 through February 1, 2021.

"PAGA Settlement" means the settlement and release of the Released Claims that do arise under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*

II. BACKGROUND OF THE LAWSUIT

On July 3, 2019, Plaintiffs Oston Jemba Madengue and Hector Reyes ("Plaintiffs") commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 19STCV23129. On October 24, 2019, Plaintiffs filed a First Amended Class Action Complaint for Damages. On January 29, 2021, Plaintiffs Oston Jemba Madengue and Hector Reyes each provided written notice by certified mail ("PAGA Letters") to the California Labor and Workforce Development Agency ("LWDA") of their 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 June 22, 2021, Plaintiffs filed a Second

Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. (PAGA) (the “Operative Complaint”). Plaintiffs allege that Defendant failed 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 gives rise to penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys’ fees and costs.

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

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the First Amended Stipulation of Class and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Oston Jemba Madengue and Hector Reyes as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

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

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

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

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is five hundred sixty-one thousand four hundred sixty-five dollars and no cents (\$561,465.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$196,512.75) and reimbursement of litigation costs and expenses in an amount not to exceed twenty-five thousand dollars and no cents (\$25,000.00) to Class Counsel; (2) Enhancement Payments in an amount not to exceed seven thousand dollars and no cents (\$7,000.00) each to Plaintiffs for their services in the Action (for a total of \$14,000); (3) PAGA Amount in the amount of forty thousand dollars and no cents

(\$40,000.00) allocated toward penalties under PAGA, of which 75% (i.e., \$30,000.00), will be paid to the LWDA ("LWDA Payment") and the remaining 25% (i.e., \$10,000.00), will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed ten thousand dollars and no cents (\$10,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee during the Class Period ("Workweeks"), which will be calculated by the Settlement Administrator by calculating the number of days between each Class Member's start and end dates of employment during the Class Period, divided by seven (7).

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

PAGA Employees eligible to receive payment under the Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of Workweeks each PAGA Employee worked for Defendant during the PAGA Period ("PAGA Workweeks").

The Settlement Administrator has divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the total number of PAGA Workweeks of all PAGA Employees to yield the "PAGA Workweek Value," and multiplied each PAGA Employee's individual PAGA Workweeks by the PAGA Workweek Value to yield his or her Individual PAGA Payment (which is listed in Section III.C below).

Each Individual Settlement Share will be allocated as one-third (1/3) wages which will be reported on an IRS Form W2; and one-third (1/3) penalties and one-third (1/3) interest which will be reported on an IRS Form 1099 (if applicable). 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 Individual Settlement Shares, resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, interest, and non-wage damages.

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

B. Your Workweeks and PAGA Workweeks Based on Defendant's Records

According to Defendant's records:

From July 3, 2015 to February 1, 2021, you worked for Defendant as an hourly-paid or non-exempt employee for [REDACTED] Workweeks.

According to Defendant's records, you have been credited with [REDACTED] PAGA Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator ("Workweek Dispute"). The Workweek Dispute must: (a) contain the case name and number of the Lawsuit (*Madengue, et al. v. Goorin Bros., Inc.*, Case No. 19STCV23129); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social

Security Number; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be returned by mail to the Settlement Administrator, postmarked **no later than [the Response Deadline]**, at the following address:

Simpluris, Inc.
[contact info]

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [redacted]. The Individual Settlement Share is subject to reduction for the 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.

The Individual PAGA Payment will not undertake any payroll tax deductions or withholdings in connection with the Individual PAGA Payment 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 Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment may be higher or lower.

D. Settlement Checks

The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments and Individual PAGA Payments by way of check to the Settlement Class Members and PAGA Employees in accordance with the Settlement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. All funds associated with such cancelled checks will be transmitted to the Legal Aid Foundation of Los Angeles. Settlement Class Members whose Individual Settlement Payment checks and PAGA Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by this Settlement Agreement.

E. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims that do not arise under PAGA that he or she may have or had during the Class Period.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims that do arise under PAGA that he or she may have had during the PAGA Period.

“Released Claims” means any and all claims and damages arising from any of the facts alleged in Plaintiffs’ Operative Complaint and PAGA Letters, during the Class Period, including Defendant’s alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide meal and rest periods, failure to issue accurate itemized wage statements, and violation of California Business and Professions Code sections 17200, *et seq.*, for, *inter alia*, failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, and well as all claims and penalties under the Private Attorneys General Act of 2004 arising from any of the facts alleged in the Operative Complaint and/or PAGA Letters, during the PAGA Period.

“Released Parties” means Defendant, and all its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns.

F. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$196,512.75) and reimbursement of litigation costs and expenses in an amount of up to twenty-five thousand dollars and no cents (\$25,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

G. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of seven thousand dollars and no cents (\$7,000.00) to each of them (“Enhancement Payments”), in recognition of their services in connection with the Action (for a total of \$14,000). The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments that they are entitled to under the Settlement, subject to approval by the Court.

H. Settlement Administration Costs to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed ten thousand dollars and no cents (\$10,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweek Disputes, 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 Settlement

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

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Claims described in Section III.E above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

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 written request (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Madengue, et al. v. Goorin Bros., Inc.*, Case No. 19STCV23129); (b) be signed by you; (c) contain your full name, address, telephone number, and last four digits of your Social Security Number; (d) contain a statement clearly indicating that you do not wish to be included in the Class Settlement; and (e) be submitted to the Settlement Administrator by mail, postmarked **no later than [Response Deadline]**, at the address listed in Section III.B above.

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 any payment from the Class Settlement, will not be bound by the Class Settlement (and the release of claims described in Section III.E 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 Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.E above, as well as any judgment that may be entered by the Court based thereon.

Notwithstanding the above, all PAGA Employees will be bound to the PAGA Settlement and will receive their Individual PAGA Payment irrespective of whether they submit a Request for Exclusion.

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 (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) contain the case name and number of the Action (*Madengue, et al. v. Goorin Bros., Inc.*, Case No. 19STCV23129); (b) contain your full name, signature, address, telephone number, and the last four digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be mailed to the Settlement Administrator at the address listed in Section III.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department SSC17 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90014, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

VI. ADDITIONAL INFORMATION

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

You may view the Settlement Agreement and other court records in the Action for a fee by making an appointment in advance and visiting the civil clerk’s office, located at Stanley Mosk Courthouse, 111 N. Hill Street, Los

Angeles, California 90012, during business hours, or by online by visiting the following website:
<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

NOTE: you may access the Court's covid-19 guidelines, "Here For You | Safe For You" online at
<http://www.lacourt.org/newsmedia/ui/HfySfy.aspx>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.