

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Ryan Slinger (SBN 351297) FIRM NAME: LAWYERS for JUSTICE, PC STREET ADDRESS: 450 N. Brand Blvd, Suite 900 CITY: Glendale TELEPHONE NO.: 818.265.1020 EMAIL ADDRESS: r.slinger@calljustice.com ATTORNEY FOR (name): Plaintiff Tambauron Miller SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino STREET ADDRESS: 247 W. 3rd Street MAILING ADDRESS: CITY AND ZIP CODE: San Bernardino, CA 92415 BRANCH NAME: San Bernardino District	STATE BAR NUMBER: STATE: CA ZIP CODE: 91203 FAX NO.: 818.265.1021 FOR COURT USE ONLY
PLAINTIFF/PETITIONER: Tambauron Miller DEFENDANT/RESPONDENT: Inland Counties Regional Center, Inc.	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	CASE NUMBER: CIVSB2123405

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): 12/9/2025
2. A copy of the judgment, decree, or order is attached to this notice.

**Exhibit 1: Order Granting Preliminary Approval of Class
Action and PAGA Settlement**

Date: 12/17/2025

Ryan Slinger

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)


 (SIGNATURE)

PLAINTIFF/PETITIONER: Tambauron Miller
 DEFENDANT/RESPONDENT: Inland Counties Regional Center, Inc.

CASE NUMBER:
 CIVSB2123405

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

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

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

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

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

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

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

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

5. Number of pages attached:

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

Date: 12/17/2025

Andy Hernandez

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

Arby Aiwarzian (SBN 269827)
Yasmin Hosseini (SBN 326399)
Ryan Slinger (SBN 351297)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 09 2025

BY 
VALERIE URUENA, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

TAMBAURLON MILLER, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

INLAND COUNTIES REGIONAL
CENTER, INC, an unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

TAMBAURLON MILLER, individually, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

INLAND COUNTIES REGIONAL
CENTER, INC, an unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB2123405

Consolidated with Case No. CIVSB2127416

Honorable ~~Christian Towns~~
Department S26

CLASS ACTION

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

Date: December 9, 2025
Time: 8:30 a.m.
Department: S26

Class Complaint
Filed: August 9, 2021
PAGA Complaint
Filed: September 21, 2021
Trial Date: None Set

1 This matter has come before the Honorable Christian Towns in Department S26 of the
2 Superior Court of the State of California, for the County of San Bernardino, on December 9, 2025,
3 at 8:30 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA
4 Settlement. Lawyers *for* Justice, PC appears as counsel for Plaintiff Tambauron Miller
5 ("Plaintiff"), individually and on behalf of all others similarly situated and Clousepaniac Attorneys
6 appears as counsel for Defendant Inland Counties Regional Center, 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 Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of the Class Action and
12 PAGA Action Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"),
13 attached as "**EXHIBIT 2**" to the Declaration of Yasmin Hosseini in Support of Plaintiff's Motion
14 for 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
19 the 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 and
23 each other's respective positions. It further appears to the Court that the Settlement, at this time,
24 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
25 be presented by the further prosecution of the cases. It further appears that the Settlement has been
26 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
27 entered into in good faith.

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

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

21 All current and former non-exempt, hourly-paid employees who were employed by
22 Defendant in California at any time during the time period from August 9, 2017
 through March 13, 2025.

23 7. The Court provisionally appoints Arby Aiwanian, Joanna Ghosh, Yasmin
24 Hosseini, and Ryan Slinger of Lawyers *for* Justice, PC as Class Counsel.

25 8. The Court provisionally appoints Plaintiff Tambauron Miller as the Class
26 Representative.

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

1 10. Within twenty-one (21) calendar days after entry of this Preliminary Approval Order,
2 Defendant shall provide the Settlement Administrator with the Class List in conformity with the
3 Settlement Agreement.

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

18 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
19 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
20 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
21 for Exclusion no later than forty-five (45) calendar days from the initial mailing of the Class
22 Notice (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline
23 shall be extended by fifteen (15) calendar days from the date of the Response Deadline. If the 45th
24 day falls on a Sunday or Federal holiday, the initial Response Deadline will be extended to the
25 next day on which the U.S. Postal Service is open. Any Class Member who submits a Request for
26 Exclusion from the Settlement will not be a Settlement Class Member and will not have any right
27 to object, appeal, or comment on the Class Settlement. Class Members who do not submit a timely
28 and valid Request for Exclusion by the Response Deadline shall be bound by the terms of this

1 Agreement, any Court order approving the terms of the Class Settlement, and the Final Approval
2 Order and Judgment entered thereon. PAGA Employees shall be bound to the PAGA Settlement
3 irrespective of whether they exercise their option to opt out of the Class Settlement.

4 13. A Final Approval Hearing shall be held before this Court on
5 _____ at _____ a.m./p.m. in
6 Department S26 of the Superior Court of California for the County of San Bernardino, located at
7 247 West Third Street, San Bernardino, California 92415, to determine all necessary matters
8 concerning the Settlement, including: whether the proposed settlement of the actions on the terms
9 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be
10 finally approved by the Court; whether a judgment, as provided in the Settlement, should be
11 entered herein; whether the plan of allocation contained in the Settlement should be approved as
12 fair, adequate, and reasonable to the Class Members and PAGA Employees; and determine
13 whether to finally approve the requests for the Attorneys' Fees and Costs, General Release Fee,
14 PAGA Amount and Settlement Administration Costs.

15 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
16 Attorneys' Fees and Costs, General Release Fee, PAGA Amount, and Settlement Administration
17 Costs, along with the appropriate declarations and supporting evidence, including the Settlement
18 Administrator's declaration, by _____,
19 to be heard at the Final Approval Hearing.

20 15. Only Class Members who do not request exclusion from the Class Settlement may
21 object to the Class Settlement by submitting an Objection to the Settlement Administrator prior to
22 the Response Deadline or by presenting their objection orally at the Final Approval Hearing,
23 regardless of whether they submitted a written Objection. The Objection must be signed by the
24 Settlement Class Member and contain all information required by this Settlement Agreement. A
25 Settlement Class Member who does not object prior to or at the Final Approval Hearing will be
26 deemed to have waived any objections and will be foreclosed from making any objections
27 (whether at the Final Approval Hearing, by appeal or otherwise) to the Class Settlement.

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1 16. The Settlement is not a concession or admission and shall not be used against
2 Defendant as an admission or indication with respect to any claim of any fault or omission by
3 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
4 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,
5 neither the Settlement, nor any document, statement, proceeding or conduct related to the
6 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
7 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
8 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
9 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to
10 establish the existence of any condition constituting a violation of, or a non-compliance with state,
11 federal, local or other applicable law, except for legal proceedings concerning the implementation,
12 interpretation, or enforcement of the Settlement.

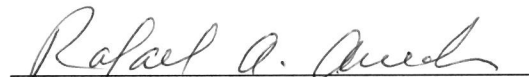
13 17. In the event the Settlement does not become effective in accordance with the terms
14 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
15 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
16 vacated,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

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

22 **IT IS SO ORDERED.**

23 Dated: 12-9-25

24 By:


The Honorable ~~Christian Towns~~
Judge of the Superior Court

RAFAEL A ARREOLA

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Tambauron Miller v. Inland Counties Regional Center, Inc.
Superior Court of California for the County of San Bernardino
Case Nos. CIVSB2123405 & CIVSB2127416

PLEASE READ THIS CLASS NOTICE CAREFULLY AS IT AFFECTS YOUR RIGHTS.

You have received this Class Notice because Defendant INLAND COUNTIES REGIONAL CENTER INC.'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 class settlement, your legal rights may be affected.

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

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Tambauron Miller ("Plaintiff") and Defendant Inland Counties Regional Center, Inc. ("Defendant") (Plaintiff and Defendant are together referred to as the "Parties") in the cases entitled *Tambauron Miller v. Inland Counties Regional Center, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2123405 (the "Class Action") and *Tambauron Miller v. Inland Counties Regional Center, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2127416 (the "PAGA 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.

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 Actions have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

I. IMPORTANT DEFINITIONS

"Class" all current and former non-exempt, hourly-paid employees who were employed by Defendant in California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from from August 9, 2017 through March 13, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims (described in Section III.D below).

"PAGA Employees" all current and former non-exempt, hourly-paid employees who were employed by Defendant in California at any time during the PAGA Period.

"PAGA Settlement" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from July 16, 2020 through March 13, 2025.

II. BACKGROUND OF THE ACTIONS

On July 16, 2021, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that she contends were violated ("LWDA Notice"). On

August 9, 2021, Plaintiff filed a Class Action Complaint for Damages against Defendant, in the San Bernardino County Superior Court, Case No. CIVSB2123405 (the “Class Action”). On September 21, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.*, in the San Bernardino County Superior Court, Case No. CIVSB2127416 (the “PAGA Action”) (together, the PAGA Action and the Class Action are referred to as the “Actions”).

Plaintiff alleges 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 compliant wage statements, keep requisite payroll records, and reimburse business expenses. Plaintiff further contends that the alleged violations constitute unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and give rise to penalties under California Labor Code section 2698, *et seq.* (“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 Actions or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of the Class Action and PAGA Action Settlement and Release (“Settlement,” “Agreement,” 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”), Plaintiff Tambaurlon Miller as representative of the Class (“Class Representative”), and the following attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Ryan Slinger, Esq.
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 need not 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 and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount is Two Million Four Hundred Twenty-Five Thousand Dollars (\$2,425,000.00) (the “Maximum Settlement Amount”). The portion of the Maximum 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 Maximum Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees to Class Counsel in an amount up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., \$848,750.00 if the Maximum Settlement Amount remains \$2,425,000.00) and reimbursement of litigation costs and expenses incurred by Class Counsel, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) (together, “Attorneys’ Fees and Costs”); (2) General Release Fee Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff for her services in the Actions; (3) Settlement Administration Costs in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) to the Settlement Administrator; and (4) the amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”). The PAGA Amount will be distributed 75% (\$243,750.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$81,250.00) will be distributed to PAGA Employees (“Individual PAGA Payments”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement

Amount (“Individual Settlement Share”) based the number of weeks each Class Member was employed by Defendant as a non-exempt, hourly paid employee in California during the Class Period, (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Estimated Workweek Value”) and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to arrive at his or her 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 timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) interest and penalties which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments (“Employer Taxes”) will be paid by Defendant separately and in addition to the Maximum Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% share of the PAGA Amount (“PAGA Employee Amount”), based on the number of the number of pay periods each PAGA Employee was employed by Defendant as a non-exempt, hourly paid employee in California during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator has divided the PAGA Employee Amount by the total number of PAGA Pay Periods of all PAGA Employees during the PAGA Period (“PAGA Pay Period Value”) and multiplied each PAGA Employee’s individual PAGA Pay Periods by the PAGA Pay Period Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

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

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

According to Defendant’s records, you have been credited with [] Workweeks during the Class Period, i.e., from August 9, 2017 through March 13, 2025.

According to Defendant’s records, you have been credited with [] PAGA Pay Periods during the PAGA Period, i.e., from July 16, 2020 through March 13, 2025.

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit a written dispute that: (a) contains the case name and number of the Class Action; (b) contains the full name, signature, address, telephone number, and the last four (4) digits of the Social Security number of the Class Member requesting exclusion; (c) clearly states that the Class Member disputes the number of Workweeks and/or PAGA Pay Periods credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) attaches any documentation that he or she has to support the dispute; and (e) is submitted by mail to the Settlement Administrator at the specified address listed in Section IV.B below, and postmarked **no later than [Response Deadline]**.

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

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

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ _____. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

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

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower and payments will only be distributed if the Court grants final approval of the Settlement and after the Settlement goes into effect.

D. Release of Claims

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid 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 Class Claims.

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, 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 PAGA Claims.

"Released Class Claims" means all causes of action and factual or legal theories that were alleged in the Operative Complaint in the Class Action or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint in the Class Action, arising during the Class Period, against Released Parties, for violations of the California Labor Code, including *inter alia* sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, and section 17200 *et seq.* of the California Business and Professions Code, and applicable Industrial Welfare Commission Wage Orders including, *inter alia*, No. 4-2001, for failure to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to timely pay wages during employment; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite time records, payroll records, personnel records, and documents signed to obtain or hold employment; failure to reimburse business expenses; and unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint in the Class Action.

"Released PAGA Claims" means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* that were alleged in the PAGA Notice and the Operative Complaint in the PAGA Action or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and Operative Complaint in the PAGA Action, arising during the PAGA Period, against any of the Released Parties, for violations of the California Labor Code, including *inter alia* sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802 and applicable Industrial Welfare Commission Wage Orders including, *inter alia*, Nos. 4-2001, for failure to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

"Released Parties" means Inland Counties Regional Center, Inc. and any of its former and/or current parents, subsidiaries, affiliates, insurers, re-insurers, and any other entities that could be considered to have jointly employed the Settlement Class Members or PAGA Employees as well as each of their officers, directors, managers, owners, executives, partners, executive level employees, governing board members, shareholder, agents, attorneys, and any other predecessors, successors, assigns, or legal representatives.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty five percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to \$848,750.00, if the Maximum Settlement Amount remains \$2,425,000.00) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars (\$30,000.00) (together, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. General Release Fee to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000.00) ("General Release Fee"), in recognition of her services in connection with the Actions. The General Release Fee will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her individual settlement payments that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars (\$15,000.00) ("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, Objections, and Workweeks 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 Maximum 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 Class 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 be deemed to have released the Released Class Claims described in Section III.D above.

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

As a Class Member and/or PAGA Employee, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they 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 may seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (a) contain the case name and number of the Class Action; (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security number of the Class Member requesting exclusion; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]**, at the following address:

[Settlement Administrator]
[Address line 1]
[Address line 2]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will be not 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. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. However, consistent with applicable law, PAGA Employees may not exclude themselves from the PAGA Settlement, including those pertaining to the release of 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 (“Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

An Objection must: (a) contain the case name and number of the Class Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of his or her Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at the San Bernardino Justice Center, 247 West Third Street, San Bernardino, California 92415, 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, General Release Fee to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear through the Department’s Zoom link (<https://www.zoomgov.com/my/dept.s26>) or phone number (Telephone: (669) 254-5252 / ID: 16023197614) 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 documents filed in the Actions for a fee by visiting the civil clerk’s office, located at 247 West Third Street, San Bernardino, California 92415, during regular business hours, or online by visiting the following website: <https://cap.sb-court.org/>.

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.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On December 17, 2025, I served the foregoing document(s) described as:

• **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

on interested parties in this action as follows:

Richard R. Clouse (rrclouse@csattys.com)

Erin A. Halas (eahalas@csattys.com)

CLOUSEPANIAN ATTORNEYS

8038 Haven Avenue, Suite E

Rancho Cucamonga, CA 91730

Tel: (909) 941-3388 / Fax: (909) 941-3389

Additional Emails: service@csattys.com

Attorneys for Defendant Inland Counties Regional Center, Inc.

[X] BY E-MAIL

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

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

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

[X] STATE

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

Executed on December 17, 2025, at Glendale, California.



Andy Hernandez