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

JACQUELINE JONES, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

BUILDING OPPORTUNITIES FOR SELF
SUFFICIENCY, a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Lead Case No.: RG21094560
[*Consolidated with* Case No.
RG21112649]

Honorable Somnath Raj Chatterjee
Department 21

CLASS ACTION

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

Reservation ID: 692080932949
Date: June 30, 2026
Time: 2:30 p.m.
Department: 21

Complaint Filed: April 2, 2021
Trial Date: None Set

1 This matter has come before the Honorable Somnath Raj Chatterjee in Department 21 of
2 the Superior Court of the State of California, for the County of Alameda, on June 30, 2026, at 2:30
3 p.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Jacqueline Jones ("Plaintiff"), individually
5 and on behalf of all others similarly situated and aggrieved employees and Messner Reeves LLP
6 appears as counsel for Defendant Building Opportunities for Self Sufficiency ("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 Joint Stipulation of Class Action and PAGA
12 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
13 **"EXHIBIT 2"** to the Declaration of Daniel Bass in Support of Plaintiff's Motion for Preliminary
14 Approval of Class Action Settlement. This is based on the Court's determination that the Settle-
15 ment falls within 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
18 the 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 and
22 each other's respective positions. It further appears to the Court that the Settlement, at this time,
23 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
24 be presented by the further prosecution of the class action and Private Attorneys General Act,
25 California Labor Code § 2698, *et seq.* ("PAGA") action. It further appears that the Settlement has
26 been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and
27 was entered into in good faith.

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys Fees and Costs, Enhancement Payment, 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 time period of April 2, 2017 through
23 April 28, 2025

24 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Vartan Madoyan
25 and Daniel Bass of Lawyers *for* Justice, PC as Class Counsel.

26 8. The Court provisionally appoints Plaintiff Jacqueline Jones as the Class
27 Representative.

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

1 10. Within 21 calendar days after entry of this Preliminary Approval Order, Defendant
2 shall provide the Settlement Administrator with the following information formatted in a readable
3 Microsoft Office Excel spreadsheet for each Class Member: last-known full name, mailing
4 address, email address, telephone number, Social Security Number, and start and end dates
5 employed as a non-exempt, hourly-paid employee of Defendant in California during the Class
6 Period (collectively referred to as the “Class List”) in conformity with the Settlement Agreement.

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

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
23 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
24 for Exclusion no later than 45 calendar days from the initial mailing of the Class Notice
25 (“Response Deadline”), unless the 45th day falls on a Sunday or Federal holiday, in which case
26 the Response Deadline will be extended to the next day on which the U.S. Postal Service is
27 open; in the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for
28 that Class Member shall be extended by fifteen (15) calendar days from the initial Response

1 Deadline. Any Class Member who submits a Request for Exclusion from the Class Settlement
2 will not be a Settlement Class Member and will not have any right to object, appeal, or comment
3 on the Class Settlement. Class Members who submit a timely and valid Request for Exclusion by
4 the Response Deadline will not be bound by the terms of this Agreement, any Court order
5 approving the terms of the Class Settlement, and the Final Approval Order and Judgment entered
6 thereon. PAGA Employees will be bound by the PAGA Settlement, irrespective of whether they
7 exercise their option to opt out of the Class Settlement.

8 13. A Final Approval Hearing shall be held before this Court on
9 _____ at _____ a.m./p.m. in
10 Department 21 of the Superior Court of California for the County of Alameda, located at 1225
11 Fallon Street Oakland, California 94612, to determine all necessary matters concerning the
12 Settlement, including: whether the proposed settlement of the action on the terms and conditions
13 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
14 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether
15 the plan of allocation contained in the Settlement should be approved as fair, adequate, and
16 reasonable to the Class Members; and determine whether to finally approve the requests for the
17 Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs.

18 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
19 Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along
20 with the appropriate declarations and supporting evidence, including the Settlement
21 Administrator's declaration, no later than sixteen (16) court days prior to the Final Approval
22 Hearing.

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

1 deemed to have waived any objections and will be foreclosed from making any objections
2 (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

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

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

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

24 **IT IS SO ORDERED.**

25 Dated: _____

By:

The Honorable Somnath Raj Chatterjee
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE (“Class Notice”)

Jacqueline Jones v. Building Opportunities for Self-Sufficiency

Superior Court of California for the County of Alameda (“Court”), Case Nos. RG21094560 and RG21112649

PLEASE READ THIS CLASS 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.

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

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Jacqueline Jones (“Plaintiff”) and Defendant Building Opportunities for Self-Sufficiency (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the consolidated cases entitled *Jacqueline Jones v. Building Opportunities for Self-Sufficiency*, Alameda County Superior Court, Case Nos. RG21094560 and RG21112649 (“Actions”), 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**” or “**Class Member(s)**” means all current and former non-exempt, hourly-paid employees who were employed by Defendant in California at any time during the Class Period.

“**Class Period**” means the time period from April 2, 2017 through April 28, 2025.

“**Class Settlement**” means the settlement and resolution of Released Class Claims (described in Section **III.D** below).

“**PAGA Employees**” means 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 September 13, 2020 through April 28, 2025.

II. BACKGROUND OF THE ACTIONS

On April 2, 2021, Plaintiff filed a “Class Action Complaint for Damages” in the Alameda County Superior Court, Case No. RG21094560 (“Class Action”). On July 7, 2021, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant of her intent to pursue civil penalties for alleged violations of the California Labor Code (“LWDA Letter”). On September 13, 2021, Plaintiff filed a separate “Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq.” in the Alameda County Superior Court, Case No. RG21112649 (“PAGA Action”). On February 3, 2026, the Court consolidated the Actions and deemed the Class Action as the lead case.

Plaintiff alleges in the actions 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, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives 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 the “Joint Stipulation of Class Action and PAGA Settlement and Release” (“Agreement,” “Settlement,” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed **ILYM Group, Inc.** as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Jacqueline Jones as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Daniel Bass, Esq.
Lawyers for Justice, PC
450 North Brand Blvd, 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 dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment.

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. Plaintiff 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 the Class Members and 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.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount to be paid by Defendant is \$1,000,000.00 (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 in an amount up to 35% of the Maximum Settlement Amount (i.e., \$350,000.00 if the Maximum Settlement Amount remains \$1,000,000.00) and reimbursement of litigation costs and expenses in an amount up to \$30,000.00 (“Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payment in an amount up to \$10,000.00 to Plaintiff; (3) Administration Costs in an amount up to \$12,000.00 to the Settlement Administrator; and (4) the amount of \$120,000.00 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Amount”). The PAGA Amount will be distributed 75% (\$90,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$30,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share” or “Individual Settlement Payment”) based on 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 estimated Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks during the Class Period by the Estimated Workweek Value to arrive at each Class Member’s 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 (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share, less applicable taxes.

Each Individual Settlement Share will be allocated as 10% wages, which will be reported on an IRS Form W-2, and 90% penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Share. The employer’s share of payroll taxes in connection with the wages portion of the Individual Settlement Shares (“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 PAGA Settlement (“Individual PAGA Payment”), based on the number of Workweeks of each PAGA Employee 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 Workweeks of all PAGA Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiplied each PAGA Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to arrive at each PAGA Employee’s 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 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 contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

From April 2, 2017 through April 28, 2025 (i.e., Class Period), you are credited with <<____>> Workweeks.

From [September 13, 2020 through April 28, 2025 (i.e., PAGA Period), you are credited with <<____>> Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute ("Workweeks Dispute") that: (a) contains the case name and number of the Actions *Jacqueline Jones v. Building Opportunities for Self-Sufficiency* Superior Court of California for the County of Alameda, Case Nos. RG21094560 and RG21112649; (b) contains your full name, signature, address, telephone number, and last four digits of your Social Security number; (c) contain a clear statement that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (d) attach any documentation that you have supporting the dispute and (e) be submitted by mail to the Settlement Administrator by mail at the specified address listed in **Section V.B** below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

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

Your Individual PAGA Payment is estimated to be \$<<____>>.

Payments under the Settlement will only be distributed if the Court approves the Settlement and the Settlement goes into effect after the Defendant fully funds the Settlement through the payment schedule as explained in **Section IV** below. 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 Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

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 and from all Released Class Claims for the Class Period.

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff on behalf of the LWDA and the State of California will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released PAGA Claims for the PAGA Period.

"Released Class Claims" means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Class Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Class Action for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200.

“Released PAGA Claims” means all claims for civil penalties under PAGA that were alleged in the LWDA Letter and/or PAGA Action or that reasonably could have been alleged based on the factual allegations in the LWDA Letter and/or PAGA Action, arising during the PAGA Period for violations of the California Labor Code, including *inter alia* sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable Industrial Welfare Commission Wage Orders (including, *inter alia*, Nos. 4-2001 and 5-2001) for failure to pay all 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 Defendant Building Opportunities for Self-Sufficiency and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members and/or PAGA Employees, as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, 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 \$350,00.00 if the Maximum Settlement Amount is \$1,000,000.00) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars (\$30,000.00) (“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, individually and on behalf of the State of California as well as 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.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000.00) (“Enhancement Payment”), in recognition of her services in connection with the Actions and her broader individual release and waiver of claims. The Enhancement Payment 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 any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiff may be entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Dollars (\$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 of the Settlement, processing Requests for Exclusion, written objections to the Class Settlement, and Workweeks Disputes, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHEN WILL SETTLEMENT PAYMENT BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendant is expected to fund the Maximum Settlement Amount and fund the amounts necessary to fully pay their Employer Taxes within three (3) years of final approval, through four (4) installment payments, and distributions of Individual Settlement Payments to Settlement Class Members and Individual PAGA Payments to PAGA Employees are expected to occur no within seven (7) calendar days after the funding of the Maximum Settlement Amount.

Defendant will fund the Maximum Settlement Amount by way of four (4) installment payments. Within thirty (30) calendar days after the final approval, Defendant will make the first deposit in the amount of 25% of the Maximum Settlement Amount [i.e. Two Hundred and Fifty Thousand Dollars (\$250,000.00) if the Maximum Settlement Amount remains \$1,000,000.00] into the settlement account to be established by the Settlement Administrator (“Payment 1”). Within twelve (12) months of final approval, Defendant will make the second deposit in the amount of 25% of the Maximum Settlement Amount [i.e. Two Hundred and Fifty Thousand Dollars (\$250,000.00) if the Maximum Settlement Amount remains \$1,000,000.00] into the settlement account to be established by the Settlement Administrator (“Payment 2”). Within two (2) years of final approval, Defendant will make the third deposit in the amount of 25% of the Maximum Settlement Amount [i.e. Two Hundred and Fifty Thousand Dollars (\$250,000.00) if the Maximum Settlement Amount remains \$1,000,000.00] into the settlement account to be established by the Settlement Administrator (“Payment 3”). Within three (3) years of final approval, Defendant will make a fourth deposit in the amount of 25% of the Maximum Settlement Amount [i.e. Two Hundred and Fifty Thousand Dollars (\$250,000.00) if the Maximum Settlement Amount remains \$1,000,000.00], plus the Employer Taxes into the settlement account to be established by the Settlement Administrator (“Payment 4”).

“Effective Date” means means the date when all of the following events have occurred: (1) the Settlement Agreement has

been executed by all Parties, Class Counsel, and Defendant's counsel; (2) the Court has granted preliminary approval; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered final approval; and (5) the later of the following events: five (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's final approval has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing the Court's final approval has been filed, five business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

V. 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.

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 Class Claims described in **Section III.D above.**

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in **Section III.D above.**

Class Members and PAGA Employees 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 their 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"), which must: (a) contain the case name and number of the Actions *Jacqueline Jones v. Building Opportunities for Self-Sufficiency* Superior Court of California for the County of Alameda, Case Nos. RG21094560 and RG21112649; (b) contains your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a clear written statement that you request to be excluded from the Class Settlement; and (4) be submitted by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, 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. All PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion from the Class 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 Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing.

An objection must: a) contains the case name and number of the Actions *Jacqueline Jones v. Building Opportunities for Self-Sufficiency* Superior Court of California for the County of Alameda, Case Nos. RG21094560 and RG21112649; (b) contains your full name, signature, address, telephone number, and last four digits of your 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]**.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 21 of the Alameda Superior Court, located at 1225 Fallon Street, Oakland, California 94612, 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 Payment to Plaintiff, and Administration Costs to the Settlement Administrator.

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

You may appear for the Final Approval Hearing in person or you may appear remotely. Please visit the Court's website for the most-up to-date information regarding how to appear remotely: <https://www.alameda.courts.ca.gov/>

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.alameda.courts.ca.gov/>.

VII. 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 Actions for a fee by visiting the public terminals at the Civil Division, located at the René C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612, during business hours, or by online by visiting the following website: <https://eportal.alameda.courts.ca.gov/?q=Home>

The pleadings and other records in the Actions may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>

After arriving at the website, click the "Searches" tab at the top of the page, then select the Document Downloads link. At this point you will be prompted to create your own account. Once created, enter the case number RG21094560 for the Class Action and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings

If the Court grants final approval of the Settlement, the Settlement Administrator will post the Court's order granting final approval of the Settlement and judgment on its website: [Settlement Administrator Website].

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.