

(SIGNATURE)

PLAINTIFF/PETITIONER: Salina Gallegos
 DEFENDANT/RESPONDENT: Central Valley Builders Supply

CASE NUMBER:
 21CV001191 / Dept. B

**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 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:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. 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: January 22, 2025

Isabel Yang

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT A

Arby Aiwarzian (SBN 269827)
 Joanna Ghosh (SBN 272479)
 Brian J. St. John (SBN 304115)
 Matthew Richard Soto (SBN 353499)
LAWYERS for JUSTICE, PC
 410 West Arden Avenue, Suite 203
 Glendale, California 91203
 Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

FILED

JAN 16 2025

Clerk of the Napa Superior Court

By: [Signature]
 Deputy

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

SALINA GALLEGOS, individually, and on
 behalf of other members of the general public
 similarly situated;

Plaintiff,

vs.

CENTRAL VALLEY BUILDERS SUPPLY,
 an unknown business entity; and DOES 1
 through 100, inclusive,

Defendants.

Lead Case No.: 21CV001191 (Lead)
 (Consolidated with Case No. 21CV001446)

Honorable Scott L.R. Young
 Department B

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
 PRELIMINARY APPROVAL OF CLASS
 ACTION SETTLEMENT**

Date: December 13, 2024
 Time: 8:30 a.m.
 Department: B A

Complaint Filed: August 16, 2021
 Trial Date: None Set

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

Plaintiff,

vs.

CENTRAL VALLEY BUILDERS SUPPLY,
 an unknown business entity; and DOES 1
 through 100, inclusive,

Defendants.

~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

LAWYERS for JUSTICE, PC
 410 West Arden Avenue, Suite 203
 Glendale, California 91203

1 This matter has come before the Honorable Scott L.R. Young in Department B of the
2 Superior Court of the State of California, for the County of Napa, on December 13, 2024, at 8:30
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appear as counsel for Plaintiff Salina Gallegos ("Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees and Simpson, Garrity, Innes &
6 Jacuzzi, PC appear as counsel for Defendant Central Valley Builders Supply ("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 Class Action and PAGA
12 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
13 "EXHIBIT 1" to the Declaration of Brian J. St. John in Support of Plaintiff's Motion for Preliminary
14 Approval of Class Action Settlement. This is based on the Court's determination that the Settlement
15 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 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 conducted
21 such that counsel for the parties at this time are able to reasonably evaluate their respective positions.
22 It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs
23 by all parties, as well as avoid the delay and risks that would be presented by the further prosecution
24 of the cases. It further appears that the Settlement has been reached as the result of intensive, serious
25 and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 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 granted
6 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
7 to the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced
8 against the probable outcome of further litigation relating to certification, liability, and damages
9 issues.

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

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

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

24 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Matthew
25 Richard Soto of Lawyers *for* Justice, PC as counsel for the Class (together, "Class Counsel").

26 8. The Court provisionally appoints Plaintiff Salina Gallegos as the representative of
27 the Class ("Class Representative").

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

1 10. Within twenty-one (21) calendar days of Preliminary Approval, Defendants will
2 provide the Settlement Administrator with the following information about each Class Member's:
3 last-known full name, mailing address, telephone number, Social Security Number, start and end
4 dates employed as a non-exempt, hourly-paid employee of Defendant in California during
5 the Class Period, start and end dates of any leave(s) of absence and/or periods the Class Member
6 was not employed by Defendant during the Class Period, and such other information as is necessary
7 for the Settlement Administrator to calculate Workweeks (collectively, the "Class List") in
8 conformity with the Settlement Agreement.

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

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
24 choose to be excluded from the Class Settlement by submitting a timely and valid Request for
25 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement
26 Administrator, postmarked on or before the date which is forty-five (45) calendar days from the
27 initial mailing of the Class Notice to Class Members unless the 45th day falls on a Sunday or Federal
28 holiday, in which case, the next day on which the U.S. Postal Service is open ("Response Deadline"),

1 or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended by fifteen (15)
2 calendar days from the initial Response Deadline. Any Class Member who submits a timely and
3 valid Request for Exclusion is prohibited from making an objection to the Class Settlement. Any
4 Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class
5 Settlement and will not be issued an Individual Settlement Payment. All current and former non-
6 exempt, hourly-paid employees who were employed by Defendant in California at any time during
7 the PAGA Period ("PAGA Employees") will be bound by the PAGA Settlement and will be issued
8 an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class
9 Members who do not submit a timely and valid Request for Exclusion from the Class Settlement
10 (i.e., Settlement Class Member) shall be bound by the Settlement Agreement and any final judgment
11 based thereon.

12 13. A Final Approval Hearing shall be held before this Court on
13 June 20, 2025 at 9:30 a.m./p.m. in
14 Department B of the Napa County Superior Court, located at 825 Brown Street, Napa, California
15 94559, to determine all necessary matters concerning the Settlement, including: whether the
16 proposed settlement of the action on the terms and conditions provided for in the Settlement is fair,
17 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
18 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the
19 Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA
20 Employees; and determine whether to finally approve the requests for the Attorneys' Fees and Costs,
21 Enhancement Payment, and Settlement Administration Costs.

22 14. Class Counsel shall file a motion for final approval of the Settlement and for
23 Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with
24 the appropriate declarations and supporting evidence, including the Settlement Administrator's
25 declaration, by May 23, 2025, to be heard
26 at the Final Approval Hearing.

27 15. To object to the Class Settlement, a Settlement Class Member must submit a timely
28 and complete Objection to the Settlement Administrator, by mail, on or before the Response

1 Deadline. The Objection must be signed by the Settlement Class Member and must contain the
2 information that is required as set forth in the Class Notice. Settlement Class Members may also
3 present their objection orally at the Final Approval Hearing, irrespective of whether they submit a
4 written Objection.

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

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

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

23 **IT IS SO ORDERED.**

24
25 Dated: Jan. 16, 2025

By:


The Honorable Scott L.R. Young
Judge of the Superior Court

Joseph J. Solys

NOTICE OF CLASS ACTION SETTLEMENT

Salina Gallegos v. Central Valley Builders Supply, Inc.
Napa County Superior Court Case No. 21-cv-001191
and

Salina Gallegos v. Central Valley Builders Supply, Inc.
Napa County Superior Court Case No. 21-cv-001446

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 an Individual Settlement Share.

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 Class Settlement, object to the Class 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 Plaintiff Salina Gallegos ("Plaintiff") and Defendant Central Valley Builders Supply, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the cases entitled *Salina Gallegos v. Central Valley Builders Supply, Inc.*, Napa County Superior Court, Case No. 21-cv-001191 ("Class Action"), and *Salina Gallegos v. Central Valley Builders Supply, Inc.*, Napa County Superior Court, Case No. 21-cv-001446 (the "PAGA Action") (together, "the Consolidated Actions" or "Actions"). The settlement may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [date of Final Approval] ("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, hourly-paid employees who were employed by Defendant in California at any time during the Class Period.

"Class Member" means an individual member of the Class.

"Class Period" means the time period from August 16, 2017, through [date of Preliminary Approval, March 31, 2024, or the date on which the escalator provision in paragraph 35 of the settlement agreement is triggered, whichever is sooner].

"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 Period" means the time period from February 9, 2020, through [date of Preliminary Approval or the date on which the escalator provision in paragraph 35 of the settlement agreement is triggered, whichever is sooner].

II. BACKGROUND OF THE LAWSUIT

On August 5, 2021, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and to Defendant of her intent to pursue civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") for Defendant's alleged violations of the California Labor Code ("PAGA Notice").

On August 16, 2021, Plaintiff filed a Class Action Complaint for Damages, thereby commencing a putative class action, entitled *Salina Gallegos v. Central Valley Builders Supply*, Napa County Superior Court, Case No. 21-cv-001191 against Defendant for alleged violations of the California Labor Code.

On October 12, 2021, Plaintiff filed a separate action against Defendant asserting a single cause of action under PAGA, entitled *Salina Gallegos v. Central Valley Builders Supply*, Napa County Superior Court, Case No. 21-cv-001446, seeking civil penalties for Defendant's alleged violations of the California Labor Code. On February 1, 2022, the Napa County

Superior Court consolidated the Class Action and the PAGA Action for all purposes, and the Class Action (Napa County Superior Court Case No. 21-cv-001191) was deemed the lead case.

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

Defendant denies all material allegations set forth in the Actions, denies that it engaged in any wrongdoing or violated any statutory provisions, and has asserted numerous affirmative defenses in the cases. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Actions, the Released Class Claims, and the Released PAGA Claims. The Parties participated in a full-day mediation session with a respected class action mediator, 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 ("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 Salina Gallegos as the representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Arby Aiwarzian
Joanna Ghosh
Matthew Soto
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 Share, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Share), 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 the Defendant that the claims in the Actions have merit or that the Defendant has any liability to Plaintiff or to Class Members. 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 Class Members and PAGA Employees. 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 Maximum Settlement Amount is Two Million Four Hundred and Ninety Thousand Dollars and Zero Cents (\$2,490,000.00) (the "Maximum Settlement Amount"). The portion of the Maximum Settlement Amount that is available for payment to Settlement 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 and Costs, consisting of attorneys' fees in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$871,500.00 if the Maximum Settlement Amount remains \$2,490,000.00) and reimbursement of litigation costs and

expenses in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services in the Actions; (3) payment to the Labor & Workforce Development Agency ("LWDA") in the amount of One Hundred and Eighty Seven Thousand Five Hundred Dollars and Zero Cents (\$187,500.00) for its 75% portion of the PAGA Amount ("LWDA Payment") and the remaining 25%, (i.e., \$62,500.00), will be paid to PAGA Employees on a *pro rata* basis ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks that each Class Member worked for Defendant as an hourly-paid, non-exempt individual in California during the Class Period ("Workweeks"), which will be calculated by the Settlement Administrator by determining the number of weeks a Class Member was employed during the Class Period based on each Class Member's employment start and end dates during the Class Period and excluding any time the Class Member was on a leave of absence or was not employed by Defendant.

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

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Employee Amount attributed to PAGA Employees, i.e., \$62,500, ("Individual PAGA Payment") based on the PAGA Employees' Workweeks during the PAGA Period, which will be calculated by the Settlement Administrator.

The Settlement Administrator has divided the PAGA Employee Amount by the Workweeks during the PAGA Period for all PAGA Employees to yield the "PAGA Workweek Value," and multiplied each PAGA Employee's individual Workweeks during the PAGA Period by the PAGA Workweeks Value to yield his or her Individual PAGA Payment (which is listed in Section III.C below). PAGA Employees shall receive an Individual PAGA Payment and shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

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

If the Court grants final approval of the Settlement, Individual Settlement Payments and/or Individual PAGA Payments will be mailed to Settlement Class Members 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 Based on Defendant's Records

According to Defendant's records, you have been credited with [] Workweeks during the Class Period, i.e., from August 16, 2017, through [date of Preliminary Approval, March 31, 2024, or the date on which the escalator provision in paragraph 35 of the settlement agreement is triggered, whichever is sooner].

According to Defendant's records, you have been credited with [] Workweeks during the PAGA Period, i.e., from February 9, 2020, through [date of Preliminary Approval or the date on which the escalator provision in paragraph 35 of the settlement agreement is triggered, whichever is sooner].

If you wish to dispute the Workweeks credited to you, you may submit your dispute by way of written letter that is sent to the Settlement Administrator ("Workweeks Dispute"). A Workweeks Dispute must: (a) contain the case name and number of the Class Action; (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) 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; (d) attach any documentation that you have to support the dispute; and (e) be returned by mail to the Settlement Administrator at the specified address listed below (Section IV.B), postmarked no later than [Response Deadline].

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

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you during the Class Period and your estimated Individual PAGA Payment is based on the number of Workweeks credited to you during the 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 employee's share and employer's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

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

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

D. Release of Claims

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff 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 any and all of the Released Parties from any and all Released Class Claims he or she may have or had.

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff, all PAGA Employees, and the State of California (with respect to employment of PAGA Employees by Defendant during the PAGA Period) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all Released PAGA Claims he, she, or it may have or had.

"Released Class Claims" means all claims and causes of action that were alleged in the operative complaint in the Class Action or that reasonably could have been alleged based on the factual allegations in the operative complaint in the Class Action, arising during the Class Period, against any of the Released Parties, for violations of the California Labor Code, including *inter alia* sections 200, 201, 202, 203, 204, 226, 226.7, 510, 511, 512, 558(a)(3), 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and applicable Industrial Welfare Commission Wage Orders (including, *inter alia*, Nos. 1-2001, 4-2001, 7-2001, and 16-2001), 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; failure to reimburse business expenses; unfair business practices under California Business and Professions Code section 17200, *et seq.* for the aforementioned alleged violations; and attorneys fees under California Code of Civil Procedure section 1021.5 or any other statutory provision.

"Released PAGA Claims" means all claims and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* that were alleged in the PAGA Notice and 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, 226, 226.7, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and applicable Industrial Welfare Commission Wage Orders (including, *inter alia*, Nos. 1-2001, 4-2001, 7-2001, and 16-2001) 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 Central Valley Builders Supply and each of its past, present, and/or future, direct and/or indirect, officers, directors, members, managers, exempt employees, agents, representatives, insurers, partners, investors, shareholders, parent companies, subsidiaries, divisions, predecessors, successors, assigns, and joint venturers.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will request and Defendant will not oppose attorneys' fees in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., \$871,500.00 if the Maximum Settlement Amount remains \$2,490,000.00) and reimbursement of litigation costs and expenses not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) (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 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 have been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) ("Enhancement Payment"), in recognition of her services in connection with the Actions. 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 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 Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) ("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, Objections, and Workweeks Dispute, 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 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 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 if the Court grants final approval of the Settlement, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Employee, you will automatically be bound to 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. PAGA Employees may not opt-out of the PAGA Settlement.

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 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 letter ("Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Class Action; (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a clear written statement indicating that you seek exclusion from the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked no later than [The Response Deadline], at the following mailing address:

[Settlement Administrator]
[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be issued 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. 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 Released Class Claims described in Section III.D above, as well as the contemplated judgment to be entered by the Court (as it pertains to the PAGA Settlement), if the Court grants final approval of the Settlement. However, consistent with applicable law, PAGA Employees may not exclude themselves from the PAGA Settlement and will be bound by all terms of the PAGA Settlement, including those pertaining to the release 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, 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 ("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 your full name, signature, address, telephone number, and last four (4) 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 returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked no later than [The Response Deadline].

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department of the Napa County Superior Court, located at the Napa County -Historic Courthouse at 825 Brown Street Napa CA United States 94559, on [_____] 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 Settlement Administration Costs to the Settlement Administrator.

The Final Approval 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 in person or remotely at the hearing if you wish to. Instructions to appear remotely are provided by the Court at <https://www.napa.courts.ca.gov/general-information/remotc-appearance>. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through counsel.

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, including the Final Approval Order and Judgement in the Actions for a fee by visiting the civil clerk's office, office during business hours (you must make an appointment prior to

visiting the civil clerk's office), located at the Napa County Historic Courthouse, 825 Brown Street, Napa, California 94559, or by online by visiting the following website: <https://portal.napa.courts.ca.gov/Secure/>.

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].

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, CA 91203.

On January 22, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Marc L. Jacuzzi (SBN 173220)
Sarah E. Lucas (SBN 148713)
SIMPSON, GARRITY, INNES & JACUZZI, PC
2175 N. California Blvd., Suite 710
Walnut Creek, CA 94596
Emails: mjacuzzi@sgijlaw.com; slucas@sgijlaw.com

Attorneys for Defendant

[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 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 January 22, 2025, at Glendale, California.



Isabel Yang