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Attorneys for Plaintiff TERESA GARCIA
on behalf of herself and others similarly situated

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

TERESA GARCIA, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

PORVENE DOORS, INC.; WORK NOW
STAFFING, LLC; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: CVRI2104753

CLASS ACTION

*[Assigned for all purposes to the Hon. Harold W.
Hopp, Dept. 1]*

**~~[REVISED PROPOSED]~~ ORDER
GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*[Filed concurrently with Declaration of Eric J.
Naessig in Support of Plaintiff's Motion for
Preliminary Approval of Class Action and PAGA
Settlement]*

Hearing Information:
Date: December 19, 2024
Time: 8:30 AM
Dept.: 1

Reservation Number: 913180160594

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 20 2024

E. Escobedo

SG

**DEC 23 2024
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1 The Motion for Preliminary Approval of a Settlement came before this Court on November
2 21, 2024, at 8:30 AM in Department 1 of the Riverside County Superior Court - Riverside Historic
3 Courthouse located at 4050 Main Street, Riverside, CA 92501. The Court, having considered the
4 proposed Stipulation of Class Action and PAGA Settlement ("Settlement"), attached as Exhibit A
5 to the Declaration of Eric J. Naessig in Support of Plaintiff's Motion for Preliminary Approval of
6 Class Action and PAGA Settlement, and the Exhibits attached thereto (hereafter collectively, the
7 "Settlement"); having considered the Motion for Preliminary Approval of Class Action and PAGA
8 Settlement filed by the parties; having considered the respective points and authorities and
9 declarations submitted by the parties in support thereof; and good cause appearing, **HEREBY**
10 **ORDERS THE FOLLOWING:**

11 The Court grants preliminary approval of the settlement as set forth in the Settlement and
12 finds the terms to be within the range of reasonableness of a settlement that ultimately could be
13 granted approval by the Court at the final Fairness Hearing. For purposes of the settlement, the
14 Court finds that the proposed settlement class is ascertainable and that there is a sufficiently well-
15 defined community of interest among the Class in questions of law and fact. Therefore, for
16 settlement purposes only, the Court grants conditional certification of the following "Settlement
17 Class" defined as follows:

18 1. Any and all current and former hourly non-exempt employees of Defendant within
19 the state of California who worked for Defendant from October 14, 2017, through May 21, 2024,
20 whether directly or indirectly through Work Now Staffing, LLC.

21 2. For purposes of the settlement, the Court further designates named Plaintiff
22 TERESA GARCIA as a Class Representatives, and Joseph Lavi, Esq., Vincent C. Granberry, Esq.,
23 Cassandra A. Castro, Esq., Malcolm E. Clayton, Esq., and Eric J. Naessig, Esq. of Lavi &
24 Ebrahimian, LLP as Class Counsel.

25 3. The Court appoints Phoenix Settlement Administrators as the Settlement
26 Administrator. The Settlement Administrator shall process the class data, prepare the Notice for
27 mailing, receive any objections and requests for exclusion, respond to inquiries from Class
28 Members, establish a qualified settlement fund, prepare and issue checks to Participating Class

1 Members for their Individual Class Settlement Payments, to Class Counsel for Attorneys' Fees
2 and Costs, to Plaintiff for her Class Representative Service Payment, to the LWDA, and to PAGA
3 Members for the Individual PAGA Settlement Payments, remit necessary taxes to the appropriate
4 taxing authorities, and any other such tasks necessary to carry out the terms of the Settlement. The
5 Settlement Administrator shall also provide a declaration, which Class Counsel will file, that
6 includes a copy of every timely and valid written objection or Request for Exclusion received by
7 the Settlement Administrator.

8 4. A final fairness hearing on the question of whether the proposed settlement should
9 be finally approved as fair, reasonable and adequate as to the members of the Settlement Class is
10 scheduled in Department 1 of this Court, on April 24, 2025, at 8:30 AM, or another date and
11 time which is convenient to the Court.

12 5. At the final fairness hearing, the Court will consider: (a) whether the settlement
13 should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting
14 approval of the settlement should be entered; and (c) whether Plaintiff's application for an award of
15 attorneys' fees, reimbursement of litigation expenses, and class representative enhancements should
16 be granted.

17 6. Counsel for the parties shall file memoranda, declarations, or other statements and
18 materials in support of their request for final approval by no later than 16 court days prior to the
19 final fairness hearing.

20 7. Class Counsel shall file a motion for an award of attorneys' fees, reimbursement of
21 litigation expenses and class representative enhancement by no later than 16 court days prior to
22 the final fairness hearing.

23 8. The Court approves, as to form and content, the Notice of Class Action and PAGA
24 Settlement attached to this Order as **Exhibit 1**.

25 9. The Court directs Defendant to provide the Settlement Administrator with the
26 names, last known mailing addresses, dates of employment, Social Security numbers, and any
27 other information needed to calculate Individual Settlement Payments and Individual PAGA
28 Payments for the Class within fifteen (14) calendar days of the entry of this Order.

1 10. The Court directs the mailing of the Notice, Objection Form, and Exclusion Form,
2 by first class mail to the members of the Class on or before fourteen (14) calendar days of the
3 Settlement Administrator's receipt of the Class Data.

4 11. The proposed members of the Class shall have forty-five (45) calendar days after
5 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
6 Class Notice is re-mailed) to object or opt-out of the Class Settlement by sending a signed written
7 Request for Exclusion to the Administrator by fax, email, or mail.

8 12. The Court finds that the forms of Notice to the Class regarding the pendency of the
9 action and of this settlement, and the methods of giving notice to members of the Class constitute
10 the best notice practicable under the circumstances and constitute valid, due, and sufficient notice
11 to all members of the Class. They comply fully with the requirements of California Code of Civil
12 Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and
13 3.769, the California and United States Constitutions, and other applicable law.

14 13. The Court further approves the procedures for Class Members to participate in, opt
15 out of, or object to the Settlement, as set forth in the Notice, Objection Form, and Exclusion
16 Form.

17 14. Class Members who wish to object to the approval of this Settlement must mail to
18 the Settlement Administrator by first class mail a written statement objecting to the Settlement
19 setting forth the legal and factual grounds for any objections. If no written objection is submitted,
20 the Participating Class Member may appear at the final settlement hearing to object. To the extent
21 that the Participating Class Member is represented by counsel, his/her attorney shall file with the
22 Superior Court a notice of appearance providing the attorney's contact information. Such written
23 objections should be mailed and postmarked or fax-stamped on or before the Response Deadline, or
24 within forty-five (45) calendar days after the Administrator mails the Class Notice (plus an
25 additional 15 days for Class Members whose Class Notice is re-mailed). The written Objection
26 shall: (1) contain the name, address, and the last four digits of the Social Security number of the
27 person objecting; (2) be signed by the Participating Class Member; (3) state the grounds on which
28 the Participating Class Member is objecting as well as any documents or evidence supporting his or

1 her objection(s); and (4) be postmarked or fax stamped by the Response Deadline and returned to
2 the Settlement Administrator at the specified address or fax telephone number stated in the Class
3 Notice.

4 15. Class Members wishing to opt-out from the Settlement Agreement must sign and
5 postmark or fax-stamp a written Request for Exclusion or Exclusion Form to the Settlement
6 Administrator on or before the Response Deadline, or within forty-five (45) calendar days after
7 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
8 Class Notice is re-mailed). The date of the postmark or fax stamp on the Request for Exclusion
9 will be the exclusive means to determine whether a Request for Exclusion has been timely
10 submitted. A written Request for Exclusion from the Settlement to the Settlement Administrator
11 must (1) make the following statement or similar statement: "I wish to exclude myself from the
12 settlement reached in the matter of *Garcia v. Porvene Doors, Inc.* I understand that, by excluding
13 myself, I will not receive any money (other than the PAGA Settlement Amount) from the
14 settlement reached in this matter"; (2) contain the name, address, and the last four digits of the
15 Social Security number of the person requesting exclusion; (3) be signed by the Settlement Class
16 Member; and (4) be postmarked or fax stamped by the Response Deadline and returned to the
17 Settlement Administrator at the specified address or fax telephone number stated in the Class
18 Notice.

19 16. The procedures and requirements for submitting objections in connection with the
20 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
21 presentation of any Class Member's objection to the Settlement Agreement, in accordance with
22 the due process rights of all Class Members.

23 17. Pending the Fairness Hearing, all proceedings in this action, other than proceedings
24 necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this
25 Order, are stayed.

26 18. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
27 connection with the administration of the settlement which are not materially inconsistent with
28 either this Order or the terms of the Settlement.

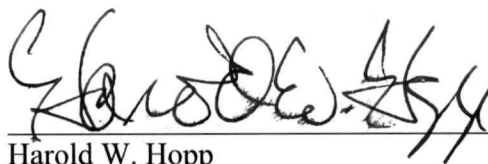
19. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Data Date: last day for Defendant to provide the Class Members' data to the Settlement Administrator	14 calendar days after the entry of this Order
Notice Date: last day for Settlement Administrator to mail Notice, Objection Form, and Exclusion Form to Class Members.	14 calendar days after the Settlement Administrator's receipt of the class data
Objection/Exclusion Deadline Date: (i) last day for class members to submit opt-outs; and (ii) last day for class members to submit objections.	45 calendar days after the date of mailing of the Notice, Objection Form, and Exclusion Form, or an additional 15 calendar days for Class Members whose Class Notice is re-mailed.
Last day for class counsel to file motion for award of attorneys' fees, reimbursement of litigation expenses, and class representative enhancement.	16 days prior to the final fairness hearing
Last day for parties to file motion and supporting documents for final approval of class action settlement.	16 days prior to the final fairness hearing
Last day for Plaintiff to respond to Objections	5 days prior to the final fairness hearing
Hearing on final approval of class action settlement.	Approximately 120 days after the Court grants preliminary approval of the Settlement

20. The Fairness Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court. The Settlement Administrator will provide notice to any objecting Class Member if there is a change in the date and/or time of the Final Approval Hearing.

IT IS SO ORDERED.

Dated: 12/19/24


Harold W. Hopp
Judge of the Superior Court

“EXHIBIT 1”

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Garcia v. Porvene Doors, Inc., Riverside Superior Court, Case No. CVRI2104753

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Porvene Doors, Inc. ("Company") for alleged wage and hour violations. The Action was filed by a former employee ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of hourly non-exempt employees ("Class Members") who worked for the Company during the Class Period (10/14/2017 – 5/21/2024) and (2) penalties under the California Private Attorneys General Act ("PAGA") for all hourly non-exempt employees who worked for the Company during the PAGA Period (10/13/2020 – 5/21/2024) ("Aggrieved Employees").

The proposed Settlement has two main parts: a Class Settlement requiring the Company to fund Individual Class Payments, and (2) a PAGA Settlement requiring the Company to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on the Company's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to the Company's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on the Company's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires the Company to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Company.

If you worked for the Company during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against the Company.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against the Company, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.
- (3) **Object to the Class Settlement.** You can object to any aspect of the proposed Settlement by submitting the written objection to the Administrator. An objection should identify what you object to, why you object, and any facts that support your objection. Only Participating Class Members have the right to object to the Settlement. You cannot object to the PAGA portion of the proposed Settlement.

The Company will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against the Company that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. The Company must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to the Company's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff was an hourly non-exempt employee of the Company during the Class Period. The Action accuses the Company of violating California labor laws by failing to pay overtime wages, minimum wages, and wages due upon separation of employment, failing to timely pay earned wages, failing to provide meal periods or rest breaks, failing to provide accurate itemized wage statements, and unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Joseph Lavi, Vincent C. Granberry, Cassandra A. Castro, Malcolm E. Clayton ("Class Counsel.")

The Company strongly denies violating any laws or failing to pay any wages and contends they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether the Company or Plaintiff is correct on the merits. In the meantime, Plaintiff and the Company hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and the Company has negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, the Company does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) the Company has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court

preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- a. The Company Will Pay \$350,000.00 as the Gross Settlement Amount (“Gross Settlement Amount”). The Company has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, the Company will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- b. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - i. Up to \$116,666.67 (one-third of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$17,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - iii. Up to \$9,000.00 to the Administrator for services administering the Settlement.
 - iv. Up to \$15,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. Plaintiff and the Company are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. The Company will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and the Company have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the *Cy Pres* designee – Legal Aid Society of San Bernardino – in your name.
- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Company.
- g. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against the Company based on the PAGA Period facts alleged in the Action.
- h. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and the Company have agreed that, in either case, the Settlement will be void: the Company will not pay any money and Class Members will not release any claims against the Company.
- i. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- j. Participating Class Members' Release. After the Judgment is final and the Company has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Company or related entities for wages based on the Class Period facts as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including but not limited to all state wage and hour claims (including all claims under the California Labor Code) for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest periods, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201, 202, 203, 204, 218.6, 226, 226.7, 512, 1194, 1194.2, and 1197, derivative claims under the PAGA, California Business & Professions Code section 17200 et seq., all claims under the governing Industrial Welfare Commission Wage Order. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- k. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and the Company have paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting the PAGA claims resolved by the Settlement against the Company, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA action against the Company or their related entities for claims arising from the PAGA Period and as described in Plaintiff's notice to LWDA and alleged in the Operative Complaint.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties during the PAGA Period that were alleged in the Operative Complaint, and the PAGA Notice including the specified violations for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest periods, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201, 202, 203, 204, 218.6, 226, 226.7, 512, 1194, 1194.2, and 1197, derivative claims under the PAGA, California Business & Professions Code section 17200 et seq., all claims under the governing Industrial Welfare Commission Wage Order.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees

and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

- c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in the Company's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the Company's calculation of Workweeks and/or Pay Periods based on the Company's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Company's counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Garcia v. Porvene Doors, Inc.*, Case No. CVRI2104753 and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and the Company are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Garcia v. Porvene Doors, Inc. Corporation*, and include your name, current address, telephone number, and approximate dates of employment for the Company and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 1 of the Riverside Historic Courthouse – 4050 Main Street, Riverside, California 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via telephone or video-teleconference. For more information on how to attend the hearing remotely, visit <https://www.riverside.courts.ca.gov/PublicNotices/remote-appearances.php> to find instructions on how to do so. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

This Notice summarizes the basic terms of the Settlement. More details are in the Joint Stipulation of Class Action and PAGA Settlement attached to the Amended Declaration of Eric J. Naessig in Support of Plaintiff's Motion for Preliminary Approval filed on October 18, 2024. For information

inspecting and/or copying the Joint Stipulation of Class Action and PAGA Settlement and any other records relating to the Action, visit the Riverside Superior Court's public access webpage at <https://www.riverside.courts.ca.gov/OnlineServices/SearchCourtRecords/public-access.php>.

Class Members may be required to make an appointment with the Court. The courthouse where the records are kept is located at 4050 Main Street, Riverside, California 92501. You may also request a copy of the Settlement Agreement from Class Counsel, at the address listed above. Additional information regarding the Action and this Settlement is available at: _____ [CASE WEBSITE].

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Settlement Administrator:

Name:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. After the void date, your check will be automatically cancelled, and the monies will be transmitted to the *Cy Pres* designee – Legal Aid Society of San Bernardino – in your name.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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OBJECTION FORM

Submit this form if you wish to object to the proposed Settlement of the action. **Do not submit this form if you wish to exclude yourself as a Class Member from participation in the Settlement. If you wish to exclude yourself, submit the Exclusion Form.**

If you want to object to the Settlement, you must complete and submit this form by mail or fax to the Settlement Administrator at *Garcia v. Porvene Doors, Inc.*, [address], [City], [State] [Zip], postmarked, received or faxed on or before **[Response Deadline]** at:

Garcia v. Porvene Doors, Inc. Settlement Administrator

c/o _____

FAX NUMBER: _____

EMAIL: _____

By submitting this form, you will object to the Settlement, but you also acknowledge that you have received notice of this class action, the proposed Settlement, the right of exclusion, and the Final Approval Hearing (the "Notice") and that you intend to remain a member of the Class in the case known as *Garcia v. Porvene Doors, Inc.*, Case No. CVRI2104753, pending in the Riverside County Superior Court. You may only object to the Class Release and terms relating to the class settlement. You may not object to the PAGA Release or settlement of the PAGA claim.

To be valid, you must provide the following information and sign below:

Full name: _____

Address: _____

City, State, Zip Code: _____

Last four digits of your social security number or Employee ID: _____

Your Signature: _____

Basis for your objection (Use separate sheets if necessary):

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

Garcia v. Porvene Doors, Inc.

Riverside County Superior Court Case No. CVRI2104753

EXCLUSION FORM

If you do not want to be part of the Settlement, you must submit this written request by mail or fax to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator at *Garcia v. Porvene Doors, Inc.* Settlement, [address], [City], [State] [Zip], postmarked, received or faxed on or before **[Response Deadline]** at:

Garcia v. Porvene Doors, Inc. Settlement Administrator

c/o _____

FAX NUMBER: _____

EMAIL: _____

If you do not submit a timely and valid Request to be Excluded or Exclusion Form, you will be deemed a Settlement Class Member, you will receive a settlement payment, and you will be bound by the Released Claims and release the Released Claims as described in the Notice and all other terms of the Settlement, whether favorable or not.

If you submit this Exclusion Form, you will retain the right to bring an individual claim, and you will not be entitled to any benefits as a result of the Joint Stipulation of Class Action and PAGA Settlement and will not be entitled to or permitted to assert an objection to the Settlement. Note that even if you exclude yourself from the Class Release, you will remain an PAGA Employee (if you worked for Defendant as a Class Member between October 13, 2020 through May 21, 2024) and receive an Individual PAGA Settlement Payment.

By submitting this form, you are stating: "I wish to exclude myself from the settlement reached in the matter of *Garcia v. Porvene Doors, Inc.* I understand the consequences of excluding myself and understand I will not receive a individual Settlement Payment but I will have the option to pursue legal action against Defendant."

In order to be valid, you must provide the following information and sign below:

Full name: _____

Address: _____

City, State, Zip Code: _____

Last four digits of your social security number or Employee ID: _____

Your Signature: _____