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

RAHMAD PERRY, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

BELLA BRU NATOMAS LLC, a California
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 34-2020-00281583-CU-OE-GDS

Honorable Jill H. Talley
Department 25

CLASS ACTION

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

Date: May 31, 2022
Time: 1:30 p.m.
Department: 25

Complaint Filed: July 8, 2020
FAC Filed: February 14, 2022
Trial Date: None Set

1 This matter has come before the Honorable Jill H. Talley in Department 25 of the Superior
2 Court of the State of California, for the County of Sacramento, on May 31, 2022 at 1:30 p.m. for
3 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice, PC
4 appears as counsel for Plaintiff Rahmad Perry ("Plaintiff"), individually and on behalf of all others
5 similarly situated and other aggrieved employees and Duggan McHugh Law Corporation appears as
6 counsel for Defendant Bella Bru Natomas, LLC ("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 Class Action and PAGA Settlement
12 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to
13 the Declaration of Janardana Burns in Support of Plaintiff's Motion for Preliminary Approval of
14 Class Action Settlement. This is based on the Court's determination that the Settlement falls within
15 the range of possible approval as fair, adequate, and reasonable.

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

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

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

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

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

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

18 All current and former hourly or non-exempt individuals who worked for Defendant
19 in the State of California at any time during the period from July 8, 2016 through the
 date on which the Court enters this Order.

20 7. The Court provisionally appoints Edwin Aiwazian, Esq., Arby Aiwazian, Esq., and
21 Joanna Ghosh, Esq. of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

22 8. The Court provisionally appoints Plaintiff Rahmad Perry as the representative of the
23 Class ("Class Representative").

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

26 10. Within thirty (30) calendar days of the date of this Order, Defendant shall provide
27 the Settlement Administrator with the following information about each Class Member and PAGA
28 Employee: full name, last known mailing address, Social Security Number, employment dates, and

1 such other information as is necessary for the Settlement Administrator to calculate Workweeks and
2 PAGA Workweeks in a readable Microsoft Excel spreadsheet (collectively the “Class List and
3 Data”) in conformity with the Settlement Agreement.

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

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

object, appeal, or comment thereon. Class Members who have not submitted a timely and valid request to be excluded from the Settlement (i.e., Participating Class Members) shall be bound by the Settlement Agreement and any final judgment based thereon. Notwithstanding the above, all PAGA Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment irrespective of whether they submit a Request for Exclusion.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 25 of the Sacramento County Superior Court, located at 720 9th St, Sacramento, CA 95814, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Expenses.

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

15. To object to the Settlement, a Participating Class Member may submit a written objection to the Class Settlement, which must include: (a) the case name and number of the Action; (b) the objector's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) 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 specified address, postmarked on or before the Response Deadline. Any Participating Class Member who fails to timely submit their Objection in the manner specified herein may still appear and object to

1 the Class Settlement at the Final Approval Hearing.

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

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

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

20 **IT IS SO ORDERED.**

21
22 Dated: _____

23 By: _____
The Honorable Jill H. Talley
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Rahmad Perry v. Bella Bru Natomas, LLC
Sacramento County Superior Court Case No. 34-2020-00281583-CU-OE-GDS

THIS IS A COURT-AUTHORIZED NOTICE. 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 matter.

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

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

YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiff Rahmad Perry ("Plaintiff") and Defendant Bella Bru Natomas, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Rahmad Perry v. Bella Bru Natomas, LLC*, Sacramento County Superior Court, Case No. 34-2020-00281583-CU-OE-GDS (the "Action"), which may affect your legal rights. On **[Preliminary Approval Date]**, the Court granted preliminary approval of the settlement and scheduled a hearing on **[date]** at **[time]** ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the Settlement.

I. DEFINITIONS

"Class" means all current and former hourly or non-exempt individuals who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the time from July 8, 2016 through **[Preliminary Approval Date]**.

"Class Member" means a member of the Class.

"PAGA Employees" means all current and former hourly or non-exempt individuals who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the time period from November 22, 2020 through **[date of Preliminary Approval]**.

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

II. BACKGROUND OF THE ACTION

The Action was commenced on July 8, 2020 when Plaintiff Rahmad Perry filed a Class Action Complaint for Damages against Defendant Bella Bru Natomas, LLC in the Sacramento Superior Court, Case No. 34-2020-00281583-CU-OE-GDS. On November 22, 2021, Plaintiff provided written notice by certified mail ("PAGA Notice") to the California Labor and Workforce Development Agency ("LWDA") of his intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and the basis for those claims. On February 14, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("Operative Complaint").

Plaintiff alleges that Defendant failed to properly pay minimum wages, failed to provide compliant meal breaks and associated premiums, failed to provide compliant rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide compliant wage statements, failed to maintain payroll records, failed to reimburse business expenses, and thereby, engaged in unfair business practices under the California Business and Professions Code section 17200, *et seq.* and conduct giving rise to civil penalties recoverable under PAGA, with respect to Plaintiff and other putative class members. Plaintiff seeks, among other things, recovery of unpaid wages and premiums, restitution, penalties, interest, attorneys' fees, and costs.

Defendant denies all of the allegations in the Action or that it violated any law. The Court has not made a ruling on the merits of the case.

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

On **[Preliminary Approval Date]**, the Court entered an order preliminarily approving the Settlement. The Court has preliminarily appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Rahmad Perry as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

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

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

The Settlement represents a compromise and settlement of highly disputed claims. **Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to the Plaintiff or to the Class Members.** Plaintiff and Defendant, and their respective counsel, have concluded and agreed 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. 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. Breakdown of the Settlement

The gross settlement amount to be paid by Defendant is three hundred and thirty thousand dollars (\$330,000.00) less a credit in the amount of five thousand six hundred dollars (\$5,600.00) which Defendant previously paid to some Class Members in exchange for their release of claims (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not submit valid and timely Requests for Exclusion (“Participating Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments, which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., not to exceed \$113,540.00) and reimbursement of litigation costs and expenses in an amount not to exceed sixteen thousand dollars (\$16,000.00) to Class Counsel; (2) Enhancement Payment in an amount up to seven thousand five hundred dollars (\$7,500.00) to Plaintiff for his services in the Action; (3) PAGA Fund in the amount of sixty thousand dollars (\$60,000.00) allocated toward penalties under PAGA, of which seventy-five percent (75%) (i.e., \$45,000.00), will be paid to the LWDA (“LWDA Payment”) and the remaining twenty-five percent (25%) (i.e., \$15,000.00) (“PAGA Employee Amount”), will be distributed to PAGA Employees; and (4) Settlement Administration Expenses in an amount not to exceed nine thousand dollars (\$9,000.00) .

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member worked for Defendant as an hourly or non-exempt employee in California (“Workweeks”) during the Class Period, which will be calculated by the Settlement Administrator by calculating the total number of weeks worked from the date of hire through the **[Preliminary Approval Date]**.

To determine your estimated Individual Settlement Payment, the Settlement Administrator divided each Class Member's respective Workweeks by the Workweeks of all Class Members ("Total Workweeks") and multiplied the resulting figure by the Net Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of workweeks worked by each PAGA Employee for Defendant as an hourly or non-exempt employee in California during the PAGA Period ("PAGA Workweeks").

The Settlement Administrator has calculated the total number of PAGA Workweeks worked by all PAGA Employees ("Total PAGA Workweeks"). The Settlement Administrator will divide each PAGA Employee's respective PAGA Workweeks by the Total PAGA Workweeks and multiply the resulting figure by the PAGA Employee Amount to yield each PAGA Employee's Individual PAGA Payment.

Class Members who do not submit a valid and timely Request for Exclusion ("Participating Class Members") will be issued payment of their final Individual Settlement Payment and, if eligible, their Individual PAGA Payment. Each Individual Settlement Payment will be allocated twenty percent (20%) to wages (to be reported on an IRS Form W-2) and eighty percent (80%) as penalties, any other non-taxable items, and interest (to be reported on an IRS Form 1099, if required). Each Individual Settlement Payment will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment, resulting in a net payment to the Participating Class Member. Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on IRS Form 1099 (if applicable).

If a Participating Class Member fails to cash, deposit, or negotiate the Individual Settlement Payment and/or Individual PAGA Payment check within one hundred eighty (180) calendar days from the date the checks are issued, then, that check will be cancelled and the funds associated with that cancelled check will be transmitted to [Saint John's Program for Real Change]. Participating Class Members whose Individual Settlement Payment checks are cancelled and/or PAGA Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by this Settlement Agreement.

If the Court grants final approval of the Settlement, Individual Settlement Payment checks will be mailed to Participating 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 Notice was mailed is not correct, or if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure receipt of payment.**

B. Your Workweeks Based on Defendant's Records

The Workweeks of each Class Member were calculated based on Defendant's records. According to Defendant's records:

From July 8, 2016 through [Preliminary Approval Date], you worked for Defendant in California as an hourly or non-exempt employee for [] Workweeks.

From November 22, 2020 through [Preliminary Approval Date], you worked for Defendant in California as an hourly or non-exempt employee for [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must timely submit a fully completed and signed written dispute ("Workweeks Dispute") to the Settlement Administrator, postmarked or confirmed received by the Settlement Administrator, at the address listed in Section IV.B below. The Workweeks Dispute must include: (a) the case name and number of the Action; (b) your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) a written statement indicating that you wish to dispute the number of Workweeks and/or PAGA Workweeks attributed to you and indicating the number(s) of Workweeks and/or PAGA Workweeks you contend is correct; (d) any supporting documentation showing that the number(s) of Workweeks and/or PAGA Workweeks attributed to you is incorrect and supporting the number(s) of Workweeks and/or PAGA Workweeks you contend is correct; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment 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 PAGA Workweeks credited to you during the PAGA Period.

Based on your Workweeks:

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to reduction for employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Based on your PAGA Workweeks:

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED]. The Individual PAGA Payment will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take several months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected on this Notice are only estimates. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower than estimated.

D. Released Claims

Upon Defendant fully funding the Gross Settlement Amount and by operation of the Final Approval Order and Judgment, Participating Class Members (i.e., Class Members who do not submit valid and timely Requests for Exclusion to the Settlement Administrator), and their successors, assigns, and/or agents, shall fully and finally release, settle, compromise, relinquish, and discharge Released Parties, of all Released Class Claims. This release excludes the release of claims not permitted by law.

Upon Defendant fully funding the Gross Settlement Amount and by operation of the Final Approval Order and Judgment, the State of California and PAGA Employees will fully and finally release, settle, compromise, relinquish, and discharge the Released Parties of all Released PAGA Claims. All PAGA Employees will be bound to the PAGA Settlement and will be issued an Individual PAGA Payment irrespective of whether they submit a Request for Exclusion. There is no option to seek exclusion from or object to the PAGA Settlement.

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

“Released Class Claims” means any and all claims alleged or that could have been alleged based on the factual allegations contained in the Operative Complaint, against Released Parties, including claims for failure to pay minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 558.1, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, Industrial Welfare Commission Wage Orders, including inter alia, Wage Order 5-2001, and California Business and Professions Code § 17200, et seq., arising during the Class Period.

“Released PAGA Claims” means claims for civil penalties under the Private Attorneys General Act (California Labor Code § 2698, et seq.) that were asserted or that could have been asserted based on the facts alleged in the PAGA Notice to the LWDA, against Released Parties, for violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, California Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 558.1, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, Industrial Welfare Commission Wage Order 5-2001, arising during the PAGA Period.

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 Gross Settlement Amount, which is one hundred and thirteen thousand five hundred forty dollars (\$113,540.00) and reimbursement of litigation costs and expenses in an amount not to exceed sixteen thousand dollars (\$16,000.00) ("Attorneys' Fees and Costs") subject to approval by the Court. All Attorneys' Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of seven thousand five hundred dollars (\$7,500.00) ("Enhancement Payment"), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Administration Expenses to Settlement Administrator

Payment to the Settlement Administrator is estimated to be nine thousand dollars (\$9,000.00) ("Administration Expenses") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Employees of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Settlement Payment and Individual PAGA Payment amounts, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to 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 Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the 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. PAGA Employees may not opt out or exclude themselves from the PAGA Settlement and will receive their Individual PAGA Settlement, if eligible, regardless of whether they opt out of the Class Settlement. 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.

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 Settlement

If you do not wish to participate in the Class Settlement, you must submit a valid and timely written request to opt out of the Settlement ("Request for Exclusion") to the Settlement Administrator by first class U.S. mail, that is postmarked **on or before [Response Deadline]**, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must include: (a) the case name and number of the Action; (b) your full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) a written statement indicating that you do not wish to be included in the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Class Settlement, will not be bound by the Class Settlement (and the

release of claims stated in Section III.D above that do not arise under PAGA), 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 from the Class Settlement will be bound by all terms of the Class Settlement, including those pertaining to the release of claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

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

C. Object to the Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by mailing a timely and complete written objection to the Settlement Administrator (“Objection”).

The Objection must include: (a) the case name and number of the Action; (b) your full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) 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 **on or before [Response Deadline]**.

You may still appear at the Final Approval Hearing to assert objections to the settlement even if you have not submitted a proper written Objection as set forth above.

If you choose to object to the Settlement, you may (but are not required to) enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney. If you choose to have your own attorney, you will be solely responsible for the fees and costs of your own attorney. You do not need to appear to have your objection considered by the Court.

V. FINAL APPROVAL HEARING

The Court will hold a hearing in Department 25 of the Gordon D. Schaber Sacramento County Superior Court, 720 9th St, Sacramento, CA 95814, 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 of Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Administration Expenses to the Settlement Administrator.

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

Please note, due to COVID-19, there are limitations on personal appearances and telephonic appearances are an option. If you plan to appear at the Final Approval Hearing, you must comply with the Court’s rules regarding social distancing and masks found at: <https://www.saccourt.ca.gov/general/coronavirus.aspx>.

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 Class Action and PAGA Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action by visiting the Gordon D. Schaber Courthouse general civil support service, located at 720 9th St, Sacramento, CA 95814. You can also access documents filed, to the extent they have been imaged for online access, and obtain basic information regarding hearing dates and filings in the Action, at the Public Case Access System section of the Court’s website (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>). Fees may apply for accessing and/or obtaining copies of documents from the Court in person or online. To look up and access documents and information on the Court’s systems, you will need to use the case number for the Action.

PLEASE DO NOT TELEPHONE THE COURT, THE OFFICE OF THE CLERK, OR COUNSEL FOR DEFENDANT 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.