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

CRISTO HERNANDEZ, individually and on behalf
of others similarly situated, and as an aggrieved
employee and Private Attorney General,

Plaintiff,

vs.

ELDORADO NATIONAL (CALIFORNIA), INC.,
a California corporation; and DOES 1 through 50,
inclusive,

Defendants.

JOSE ARMANDO MATA, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

ELDORADO NATIONAL CALIFORNIA, INC., a
subsidiary of the REV GROUP, a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CVRI2201056 (lead)
(consolidated with CVRI2303500)

Honorable Harold W. Hopp
Department 1

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

Reservation ID: 555564398993
Date: May 1, 2025
Time: 8:30 a.m.
Dept.: 1

Hernandez Action Filed: March 14, 2022
Hernandez FAC Filed: January 19, 2023
Mata Action Filed: July 10, 2023
Mata FAC Filed: October 9, 2023

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6
7 Attorneys for Plaintiff Jose Armando Mata

1 **[PROPOSED] ORDER**

2 On May 1, 2025 at 8:30 a.m. in Department 1 of the above-captioned Court located at Riverside
3 Historic Courthouse, 4050 Main Street, Riverside, California 92501, Plaintiffs Cristo Hernandez and
4 Jose Armando Mata's (together, "Plaintiffs") Motion for Preliminary Approval of Class Action and
5 PAGA Settlement, came on for hearing before the Honorable Harold W. Hopp. Blackstone Law, APC
6 appeared on behalf of Plaintiff Cristo Hernandez, Bradley/Grombacher, LLP appeared on behalf of
7 Plaintiff Jose Armando Mata, and Fisher & Phillips LLP appeared on behalf of Defendant Eldorado
8 National (California), Inc. ("Defendant").

9 The Court, having carefully considered the papers, argument of counsel, and all matters
10 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Motion for Preliminary
11 Approval of Class Action and PAGA Settlement.

12 **IT IS HEREBY ORDERED THAT:**

13 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
14 Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of
15 Jonathan M. Genish in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and
16 PAGA Settlement. This is based on the Court's determination that the Settlement falls within the
17 range of possible approval as fair, adequate, and reasonable.

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

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and
22 reasonable. It appears to the Court that extensive investigation and research have been conducted such
23 that counsel for the parties at this time are able to reasonably evaluate their respective positions. It
24 further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by
25 all parties, as well as avoid the delay and risks that would be presented by the further prosecution of
26 the case. It further appears that the Settlement has been reached as the result of intensive, serious, and
27 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, LWDA Payment, Settlement Administration
3 Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the
4 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could
5 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
6 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
7 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable
8 when balanced against the probable outcome of further litigation relating to certification, liability, and
9 damages issues and are consistent with the requirements of California Labor Code § 2699(1).

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

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

21 All current and former non-exempt employees who worked for Defendant within
22 the State of California at any time during the Class Period, including those
individuals who have signed arbitration agreements.

23 (The Class Period is defined as the period from March 14, 2018 through February
24 29, 2024.)

25 7. The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana
26 Fang, and Alexandra Rose of Blackstone Law, APC and Marcus J. Bradley and Kiley Grombacher of
27 Bradley/Grombacher, LLP as counsel for the Class (collectively, "Class Counsel").

28 8. The Court provisionally appoints Plaintiffs Cristo Hernandez and Jose Armando Mata
as the representatives of the Class (together, "Class Representatives").

1 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the
2 Settlement (“Settlement Administrator”). The Settlement Administrator’s services include translating,
3 printing, distributing, and tracking Notice Packets and other documents for the Settlement, calculating
4 and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all
5 required tax reporting, filings, withholdings, and remittances, providing necessary reports and
6 declarations, and other duties and responsibilities, and as requested by the parties.

7 10. Within fourteen (14) calendar days after entry of this Order, Defendant will provide the
8 Settlement Administrator with the following information about each Class Member: full name, last
9 known mailing address, Social Security number, dates worked for Defendant during the Class Period,
10 and such other information as is necessary for the Settlement Administrator to calculate Workweeks
11 and Pay Periods (if applicable) (collectively referred to as the “Class List”) in conformity with the
12 Settlement Agreement.

13 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
14 (“Class Notice”), Request for Exclusion Form (“Exclusion Form”), and Notice of Objection Form
15 (“Objection Form”) attached hereto as **Exhibit 1**, **Exhibit 2**, and **Exhibit C**, respectively. The Class
16 Notice, Exclusion Form, and Objection Form (collectively, the “Notice Packet”) shall be provided to
17 Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Notice
18 Packet appears to fully and accurately inform the Class Members of all material elements of the
19 Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a Request
20 for Exclusion, of Class Members’ right to dispute the Workweeks and/or Pay Periods credited to each
21 of them by submitting a Dispute, and of each Settlement Class Member’s right and opportunity to
22 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator.
23 The Court further finds that distribution of the Notice Packet substantially in the manner and form set
24 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
25 Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient
26 notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail
27 the Notice Packet in English and Spanish by First-Class U.S. Mail to all Class Members within seven
28 (7) calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement

1 Agreement.

2 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
3 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
4 choose to be excluded from the Class Settlement by submitting an Exclusion Form or written letter
5 indicating a request to be excluded from the Class Settlement (both of which are referred to as a
6 “Request for Exclusion”) in conformity with the requirements set forth in the Class Notice, to the
7 Settlement Administrator, postmarked on or before the date that is forty-five (45) calendar days from
8 the initial mailing of the Notice Packet by the Settlement Administrator to Class Members (“Response
9 Deadline”), or, in the case of a re-mailed Notice Packet, the Response Deadline shall be extended
10 fifteen (15) calendar days from the original Response Deadline. Any such person who timely and
11 validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any
12 recovery under the Class Settlement and will not be bound by the Class Settlement or have any right
13 to object, appeal, or comment thereon. Nevertheless, all current and former non-exempt employees
14 who worked for Defendant within the State of California at any time during the period from March 7,
15 2021 through February 29, 2024, including those individuals who have signed arbitration agreements
16 (“PAGA Employees”) will be bound by the PAGA Settlement and issued their Individual PAGA
17 Payment, irrespective of whether they submit a Request for Exclusion. Class Members who do not
18 submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be bound by
19 the Settlement Agreement and any final judgment based thereon.

20 13. To object to the Class Settlement, a Settlement Class Member must submit an
21 Objection Form or written objection to the Class Settlement (both of which are referred to as a “Notice
22 of Objection”) to the Settlement Administrator, postmarked on or before on or before the Response
23 Deadline. The Notice of Objection must be signed and must contain the information that is required,
24 as set forth in the Class Notice, including and not limited to the grounds for the objection. Settlement
25 Class Members, individually or through counsel, may also present their objection orally at the Final
26 Approval Hearing, regardless of whether they have submitted a Notice of Objection.

27 14. A Final Approval Hearing shall be held before this Court on
28 _____ at _____ a.m./p.m. in Department 1 of the Riverside

County Superior Court, located at Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501, 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 approve the requests for the Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration Costs, and allocation for the PAGA Amount.

15. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration Costs, and PAGA Amount, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration that, among other things, authenticates each Exclusion Form and Objection Form received, by _____, to be heard at the Final Approval Hearing.

16. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the parties shall revert back to their respective positions as of before entering into the Settlement Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible or have any bearing on the issue of whether any class should be certified in a non-settlement context.

17. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement. However, the Settlement Administrator shall give notice to any objecting party of any continuance of the Final Approval Hearing.

IT IS SO ORDERED.

Dated: _____

Honorable Harold W. Hopp
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Cristo Hernandez v. Eldorado National (California), Inc
Superior Court of California for the County of Riverside, Case No. CVRI2201056
Jose Armando Mata v. Eldorado National California, Inc.
Superior Court of California for the County of Riverside, Case No. CVRI2303500

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

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

This Class Notice is designed to advise you of your rights and options 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 and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Cristo Hernandez ("Plaintiff Hernandez") and Jose Armando Mata ("Plaintiff Mata") and Defendant Eldorado National (California), Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the cases *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court Case No. CVRI2201056 ("Hernandez Action"), and *Jose Armando Mata v. Eldorado National California, Inc.*, Riverside County Superior Court Case No. CVRI2303500 ("Mata Action") (together, "Actions"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

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 Settlement Class Member, eligible for an Individual Settlement Share and an Individual PAGA Payment (if any). In exchange, you agree to release the Released Class Claims against the Released Parties that are covered by the Settlement. See Section III.D of this Class Notice.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Class Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Settlement Payment. See Section IV.B of this Class Notice.
The Opt-out Deadline is [Response Deadline]	You cannot opt-out of the PAGA Settlement. Defendant must pay Individual PAGA Payments to all PAGA Employees.
Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") can object to the Class Settlement by sending the Settlement Administrator a Notice of Objection. See Section IV.C of this Class Notice.
Written Objections Must be Submitted by [Response Deadline]	Settlement Class Members cannot object to the PAGA Settlement.
You Can Dispute the Number of Your Workweeks and/or Pay Periods (if any)	The amount of your Individual Settlement Share and Individual PAGA Payment (if any) depend on how many Workweeks and Pay Periods (if any) you were determined to have worked during the Class Period and/or PAGA Period. If you disagree with either of the numbers below, you must submit a Dispute to the Settlement Administrator. See Section III.B of this Class Notice.
Written Disputes Must be Submitted by [Response Deadline]	You have been credited with [] Workweeks during the Class Period. You have been credited with [] Pay Periods during the PAGA Period.

I. IMPORTANT DEFINITIONS

“**Class**” or “**Class Member**” means all current and former hourly employees who worked for Defendant within the State of California at any time during the Class Period, including those individuals who have signed arbitration agreements.

“**Class Period**” means the period from March 14, 2018 through February 29, 2024.

“**Class Settlement**” means the settlement and resolution of all Released Class Claims.

“**PAGA Employees**” means all current and former hourly employees who worked for Defendant within the State of California at any time during the PAGA Period, including those individuals who have signed arbitration agreements.

“**PAGA Period**” the period from March 7, 2021 through February 29, 2024.

“**PAGA Settlement**” means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTIONS

On March 7, 2022, Plaintiff Hernandez provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that Plaintiff Hernandez contends were violated (“Hernandez PAGA Letter”). On March 14, 2022, Plaintiff Hernandez commenced a putative class action lawsuit by filing a Class Action Complaint. On January 19, 2023, Plaintiff Hernandez filed a First Amended Class Action and Representative Action Complaint (“Hernandez Operative Complaint”), adding a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698-2699.8 (“PAGA”).

On July 10, 2023, Plaintiff Mata provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that Plaintiff Mata contends were violated (“Mata PAGA Letter”). Also on July 10, 2023, Plaintiff Mata commenced a putative class action lawsuit by filing a Class Action Complaint. On October 9, 2023, Plaintiff Mata filed a First Amended Class Action Complaint (“Mata Operative Complaint”), which added a cause of action under PAGA.

The Hernandez PAGA Letter and Mata PAGA Letter are together referred to as the “PAGA Letters”. The Hernandez Operative Complaint and Mata Operative Complaint are together referred to as the “Operative Complaints”.

Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination of employment and associated waiting-time penalties, provide accurate wage statements, failure to provide employees’ records, failure to adopt standards that minimize excessive indoor heat, failure to provide suitable seating, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200-17210, and conduct that gives rise to penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law. Defendant contends, among other things, that it complied at all times with the California Labor Code, Industrial Welfare Commission Wage Orders, and Business and Professions Code, that employees were correctly and timely paid all wages, and that meal periods and rest breaks were provided as required by applicable law.

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

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Cristo Hernandez and Jose Armando Mata as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish

Miriam L. Schimmel
Joana Fang
Alexandra Rose
Blackstone Law, APC
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Marcus J. Bradley
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31365 Oak Crest Drive, Suite 240
Westlake Village, California 91361
Tel: (805) 270-7100 / Fax: (805) 270-7589

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

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval hearing.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Million Two Hundred Thousand Dollars and Zero Cents (\$2,200,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed 1/3 of the Gross Settlement Amount (i.e., \$733,333.33), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Mata for his services in the Mata Action; (3) the amount of Two Hundred Forty Thousand Dollars and Zero Cents (\$240,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$180,000.00) (“LWDA Payment”) and the remaining 25% (\$60,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00) 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 each Class Member worked for Defendant as an hourly employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Settlement Class Members will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form

1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll 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"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross 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 pay periods each PAGA Employee worked for Defendant as an hourly employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each 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 IRS Form 1099 (if applicable).

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

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From March 14, 2018 through February 29, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From March 7, 2021 through February 29, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of one of the Actions (*Cristo Hernandez v. Eldorado National (California), Inc.*, Case No. CVRI2201056 or *Jose Armando Mata v. Eldorado National California, Inc.*, Case No. CVRI2303500); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

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

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] 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 Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and the State of California with respect to all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims under any federal, state, or local law, which were alleged in the Operative Complaints or which could have been alleged based on the factual allegations in the Operative Complaints, arising during the Class Period, and shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages upon termination, provide accurate wage statements, provide employees’ records, adopt standards that minimize excessive indoor heat, provide suitable seating, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 221, 223, 226(a), 226.7, 510, 512(a), 516, 1174, 1182, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 6720, the applicable Industrial Welfare Commission Wage Orders, and California Business and Professions Code sections 17200-17209.

“Released PAGA Claims” means any and all claims described in the PAGA Letters and only to the extent that they are alleged in the Operative Complaints, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698-2699.8 for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, adopt standards that minimize excessive indoor heat, provide suitable seating, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 221, 223, 226(a), 226.7, 510, 512(a), 1174, 1182.11-1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 6720, and the applicable Industrial Welfare Commission Wage Orders.

“Released Parties” means Defendant and its officers, directors, employees, and agents.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$733,333.33) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff Mata

Plaintiff Mata will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”), in recognition of his services in connection with the Mata Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff Mata in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the 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 participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee, you will automatically be issued your Individual PAGA Payment.

As a Class Member and PAGA Employee (if applicable), 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

Class Members may request to be excluded from the Class Settlement by submitting a letter indicating a request to be excluded from the Class Settlement, as described below, or by completing and submitting the enclosed Request for Exclusion Form (both of which are referred to as a "Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of one of the Actions (*Cristo Hernandez v. Eldorado National (California), Inc.*, Case No. CVRI2201056 or *Jose Armando Mata v. Eldorado National California, Inc.*, Case No. CVRI2303500); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** [Response Deadline].

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid 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. Class Members who do not submit a timely and valid 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 claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

PAGA Employees will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. PAGA Employees may not request exclusion from the PAGA Settlement.

C. Object to the Class Settlement

You can object to the Class Settlement, as long as you have not submitted a Request for Exclusion, by submitting a written objection, as described below, or by completing and submitting the enclosed Notice of Objection Form (both of which are referred to as a "Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of one of the Actions (*Cristo Hernandez v. Eldorado National (California), Inc.*, Case No. CVRI2201056 or *Jose Armando Mata v. Eldorado National California, Inc.*, Case No. CVRI2303500); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection; (d) attach any documents on which you are relying for the objection; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before** [Response Deadline].

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

PAGA Employees may not object to the PAGA Settlement.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Riverside County Superior Court, located at Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501, 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 grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff Mata, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval 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 if you wish to.

On the Court's website, you can find information regarding appearing remotely via Zoom online (for the Final Approval Hearing that is scheduled to be held in Department 1 of the Riverside Historic Courthouse of the Riverside Superior Court): <https://riverside.courts.ca.gov/remoteppearance>

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, which is attached as Exhibit [] to the Declaration of Jonathan M. Genish in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement filed on [MPA filing date] and other papers which are on file with the Records Management Division of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501. Some documents and information regarding the Actions can also be accessed online for a fee or at a minimal charge at the Riverside County Superior Court's website (<https://epublic-access.riverside.courts.ca.gov/public-portal/>). To look up and access documents and information on the Court's systems, you will need to use the case number for the Actions (Case No. CVRI2201056 and Case No. CVRI2303500).

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 2

REQUEST FOR EXCLUSION FORM

USE AND RETURN THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before **[Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

I request to be excluded from the class action settlement in the matter of *Cristo Hernandez v. Eldorado National (California), Inc.* and *Jose Armando Mata v. Eldorado National California, Inc.*, Riverside County Superior Court Case No. CVRI2303500. By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Released Class Claims, and I will not receive an Individual Settlement Payment. I understand that, nevertheless, if I am a PAGA Employee, exclusion from the Class Settlement will not result in exclusion from the PAGA Settlement and I will still be issued an Individual PAGA Payment.

Date: _____

Full Name: _____

Address: _____

Telephone Number: _____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not return this form – you do not need to take any action.

EXHIBIT 3

NOTICE OF OBJECTION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you wish to object to the Class Settlement, you must state all grounds for your objection (space is provided below for doing so), attach any documents you are relying on for your objection, provide your signature, and return this form to the Settlement Administrator, by mail, postmarked on or before **[Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

I wish to object to the Class Settlement on the following grounds:

Date: _____

Full Name: _____

Address: _____

Telephone Number: _____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:
