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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ANGEL RODRIGUEZ, individually, and on behalf of
other members of the general public similarly situated,

Plaintiff,

vs.

AMERICAN TEXTILE MAINTENANCE, a
California corporation; and DOES 1 through 25,
inclusive,

Defendants.

LUCIO MENJIVAR, on behalf of himself and all
other aggrieved employees.

PLAINTIFF,

vs.

AMERICAN TEXTILE MAINTENANCE
COMPANY, a California corporation d/b/a
REUPUBLIC MASTER CHEFS TEXTILE RENTAL
SERVICES, and DOES 1 through 10, inclusive,

DEFENDANTS.

Case No.: 22STCV17855 (Lead)
(Consolidated with Case No. 22STCV10611)

Honorable Elaine Lu
Department 9

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

Date: September 3, 2024
Time: 10:00 a.m.
Dept.: 9

Menjivar Action Filed: March 28, 2022
Rodriguez Action Filed: May 31, 2022
Rodriguez FAC Filed: August 4, 2022
Trial Date: Not Set

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[PROPOSED] ORDER

On September 3, 2024, at 10:00 a.m. in Department 9 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiffs Angel Rodriguez (“Plaintiff Rodriguez”) and Lucio Menjivar’s (“Plaintiff Menjivar”) (together, “Plaintiffs”) Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Yvette M. Palazuelos. Blackstone Law, APC appeared on behalf of Plaintiff Rodriguez, Proxy Law Firm LLP appeared on behalf of Plaintiff Menjivar, and Fisher & Phillips LLP appeared on behalf of Defendant American Textile Maintenance Company doing business as Republic Master Chefs (“Defendant”).

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

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit 2 to the Declaration of Jonathan M. Genish in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court’s determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

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

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payments, LWDA Payment, Settlement Administration
3 Costs, and payments to the Settlement Class Members and PAGA Members 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 Members 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) Plaintiff
15 Rodriguez's claims are typical of the claims of the members of the Class; (d) Plaintiff Rodriguez will
16 fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to
17 other available methods for the efficient adjudication of the controversy; and (f) Class Counsel is
18 qualified to act as counsel for Plaintiff Rodriguez in his individual capacity and as the representative
19 of the Class.

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

22 All current and former hourly-paid and/or non-exempt employees who worked for
23 Defendant in the State of California at any time during the Class Period.

24 (The Class Period is defined as the period from May 31, 2018 through the date that
25 is ninety (90) calendar days after the date Plaintiffs execute the Settlement
26 Agreement or the date on which the Court signs this Order, whichever is earlier)

27 7. The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana
28 Fang, and Alexandra Rose of Blackstone Law, APC and Rana Nader and Hengameh S. Safei of Proxy
Law Firm LLP as counsel for the Class ("Class Counsel").

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1 8. The Court provisionally appoints Plaintiff Rodriguez as the representative of the Class
2 (“Class Representative”).

3 9. The Court provisionally appoints Apex Class Action LLC to handle the administration
4 of the Settlement (“Settlement Administrator”).

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

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

26 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
27 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
28 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity

1 with the requirements set forth in the Class Notice, to the Settlement Administrator, by mail,
2 postmarked on or before the date that is forty-five (45) calendar days from the initial mailing of the
3 Class Notice by the Settlement Administrator to Class Members (“Response Deadline”), or, in the
4 case of a re-mailed Class Notice, the Response Deadline shall be extended fifteen (15) calendar days
5 from the original Response Deadline. Any Class Member who timely and validly chooses to opt out
6 of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class
7 Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or
8 comment thereon. Notwithstanding the above, all PAGA Members will be bound to the PAGA
9 Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a
10 Request for Exclusion. Class Members who do not submit a timely and valid Request for Exclusion
11 (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment
12 based thereon.

13 13. A Final Approval Hearing shall be held before this Court on
14 _____ at _____ a.m./p.m. in Department 9 of the Spring Street
15 Courthouse, 312 North Spring Street, Los Angeles, California 90012, to determine all necessary
16 matters concerning the Settlement, including: whether the proposed settlement of the action on the
17 terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be
18 finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered
19 herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate,
20 and reasonable to the Class Members and PAGA Members; and determine whether to approve the
21 requests for the Attorneys’ Fees and Costs, Enhancement Payments, Settlement Administration Costs,
22 and allocation for the PAGA Amount.

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

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1 15. To object to the Class Settlement, a Settlement Class Member must submit a Notice of
2 Objection in conformity with the requirements set forth in the Class Notice, to the Settlement
3 Administrator, by mail, postmarked on or before the Response Deadline. Settlement Class Members,
4 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
5 regardless of whether they have submitted a Notice of Objection.

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

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

16 **IT IS SO ORDERED.**

17 Dated: _____

The Honorable Elaine Lu
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Angel Rodriguez v. American Textile Maintenance, Los Angeles County Superior Court Case No 22STCV17855
Lucio Menjivar v. American Textile Maintenance Company, Los Angeles County Superior Court Case No. 22STCV10611

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. It contains important information about your right to receive a settlement payment.

You have received this Notice because a class and representative action settlement has been reached between Plaintiffs Angel Rodriguez and Lucio Menjivar (together, “Plaintiffs”) and American Textile Maintenance Company doing business as Republic Master Chefs (“Defendant”) (collectively, the “Parties”) in the above-referenced cases (together, “Actions”). The Parties entered into a proposed Joint Stipulation of Class Action and PAGA Settlement (“Settlement”).

All current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period (“Class” or “Class Members”) are eligible to receive a payment under the settlement and resolution of all Released Class Claims (“Class Settlement”). The “Class Period” is the period from May 31, 2018 through [the date that is ninety (90) calendar days after the date Plaintiff executes the Settlement Agreement or the date on which the Court signs the Preliminary Approval Order, whichever is earlier].

All current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period (“PAGA Members”) are eligible to receive a payment under the settlement and resolution of all Released PAGA Claims (“PAGA Settlement”). The “PAGA Period” is the period from January 18, 2021 through [the date that is ninety (90) calendar days after the date Plaintiff executes the Settlement Agreement or the date on which the Court signs the Preliminary Approval Order, whichever is earlier].

On [date of Preliminary Approval], the Los Angeles County Superior Court granted preliminary approval of the Settlement, conditionally certified the Class for Settlement purposes only, and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Actions.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	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 will give up your legal rights to pursue claims released by the Settlement. See Section 7 of this Notice.
OPT OUT OF THE CLASS SETTLEMENT	You can exclude yourself from the Class Settlement by sending the Settlement Administrator a Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Settlement Share and you will retain your legal rights to pursue the Released Class Claims that would otherwise be released by the Settlement. You cannot opt out of the PAGA Settlement. See Section 5 of this Notice.
OBJECT TO THE CLASS SETTLEMENT	If you do not opt out of the Class Settlement, you can object to any aspect of the Class Settlement. See Section 6 of this Notice.

1. What are the Actions About?

On January 18, 2022, Plaintiff Menjivar provided written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“Menjivar PAGA Letter”). On March 28, 2022, Plaintiff Menjivar filed a Complaint for Violation of the California Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* in the action entitled *Lucio Menjivar v. American Textile Maintenance Company*, Los Angeles County Superior Court Case No. 22STCV10611 (“Menjivar Action”), which alleges civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”). On May 31, 2022, Plaintiff Rodriguez provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“Rodriguez PAGA Letter”). Together, the Menjivar PAGA Letter and Rodriguez PAGA Letter are referred to as the “PAGA Letters.” Also on May 31, 2022, Plaintiff Rodriguez filed a Class Action Complaint for Damages in the action entitled *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court Case No. 22STCV17855 (“Rodriguez Action”), thereby commencing a putative class action against Defendant. On August 4, 2022, Plaintiff Rodriguez filed a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 *Et Seq.* (“Rodriguez Operative Complaint”), which added a cause of action under PAGA.

The Actions collectively allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination and associated waiting-time penalties, and provide accurate wage statements, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA.

Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiffs, the Class, or to the PAGA Members. Defendant contends that those Class Members and PAGA Members who are drivers, qualify as exempt under the Federal Motor Carrier’s Act and the California state law equivalent and are not subject to California’s overtime or break laws. In addition, Defendant contends that Class Members are subject to enforceable individual written arbitration agreements with Defendant that contain valid class action waivers, and that in entering into the Settlement, Defendant is neither currently, nor in the future, waiving or releasing its rights to enforce those individual arbitration agreements and class waivers. Nor will Defendant be estopped from asserting its rights to enforce those individual arbitration agreements and class waivers in future litigation or in claims by or against Class Members, and that nothing in the Settlement is intended to constitute a waiver, release, or estoppel to assert those contractual rights, which shall remain in full force and legal effect.

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant; instead, both sides agreed to resolve the Actions with no decision or admission of who is right or wrong. By agreeing to resolve the Actions and PAGA Letters, all parties avoid the risks and cost of a trial.

2. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiffs and the Class	Attorneys for Defendant
BLACKSTONE LAW, APC Jonathan M. Genish Miriam L. Schimmel Joana Fang Alexandra Rose 8383 Wilshire Boulevard, Suite 745 Beverly Hills, California 90211 Tel: (310) 622-4278 / Fax: (855) 786-6356 PROXY LAW FIRM LLP Rana Nader Hengameh S. Safaei 10880 Wilshire Boulevard, Suite 1101 Los Angeles, California 90024 Tel: (310) 853-8333 / Fax: (310) 861-5931	FISHER & PHILLIPS LLP Christine D. Baran Kyley Chelwick 2050 Main Street, Suite 1000 Irvine, California 92614 Tel: (949) 851-2424 / Fax: (949) 851-0152

Class Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

3. *Summary of the Settlement Terms and Distribution to Class Members and PAGA Members*

The total Gross Settlement Amount is \$1,175,000.00 (“Gross Settlement Amount”).

The “Net Settlement Amount” means the portion of the Gross Settlement Amount available for distribution to Class Members after the deduction of the following payments, which are subject to Court approval: (1) Enhancement Payments to Plaintiffs in amounts up to \$7,500.00 each (total, \$15,000.00), for the prosecution of the Actions and general release of claims; (2) Settlement Administration Costs to Apex Class Action LLC (“Settlement Administrator”) not to exceed \$25,000.00; (3) PAGA Amount of \$50,000.00, 75% of which will be paid to the LWDA (i.e., \$37,500.00) (“LWDA Payment”) and the remaining 25% (i.e., \$12,500.00) will be paid to PAGA Members (“PAGA Member Amount”); (4) attorneys’ fees in an amount not to exceed 1/3 of the Gross Settlement Amount (i.e., \$391,666.66) and reimbursement of litigation costs and expenses, in an amount not to exceed \$30,000.00 to Class Counsel.

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-paid and/or non-exempt 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.

Based upon the calculation above, your Individual Settlement Share is estimated to be \$ [REDACTED]. This is based on Defendant’s records which show you worked [REDACTED] Workweeks during the Class Period. 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.

Each Individual Settlement Share will be allocated as 20% wages, which will be reported on an IRS Form W-2, and 80% as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. 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 will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount (“Individual PAGA Payment”) based on the number of weeks each PAGA Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the PAGA Member Amount by the PAGA Workweeks of all PAGA Members to yield the “PAGA Workweek Value,” and multiplied each PAGA Member’s individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Member’s Individual PAGA Payment.

Based upon the calculation above, your Individual PAGA Payment is estimated to be \$ [redacted]. This is based on Defendant’s records which show you worked [redacted] PAGA Workweeks during the PAGA Period. The Individual PAGA Payment (if applicable) will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholding, and will be reported on IRS Form 1099 (if applicable).

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for 180 days from the void date shown on each check, and thereafter, will be canceled. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will distribute the funds to the California State Controller’s Office Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Member.

4. How Do I Dispute my Number of Workweeks and/or PAGA Workweeks?

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator (“Workweeks Dispute”), which must: (a) contain the case name and number of the *Rodriguez* Action (*Angel Rodriguez v. American Textile Maintenance*, Case No. 22STCV17855); (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 PAGA Workweeks 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 below, postmarked **on or before [Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

5. How Do I Opt Out or Exclude Myself From the Class Settlement?

You may exclude yourself from the Class Settlement by submitting a written request to be excluded from the Class Settlement (“Request for Exclusion”), which must (a) contain the case name and number of the *Rodriguez* Action (*Angel Rodriguez v. American Textile Maintenance*, Case No. 22STCV17855); (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 do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section 4 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 7 below), 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 7 below, as well as any judgment that may be entered by the Court based thereon. PAGA Members will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

6. How Do I 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 (“Notice of Objection”), which must: (a) contain the case name and number of the *Rodriguez* Action (*Angel Rodriguez v. American Textile Maintenance*, Case No. 22STCV17855); (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 accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section 4 above, postmarked **on or before [Response Deadline]**.

Settlement Class Members may also appear at the Final Approval Hearing, either in person or through the objector’s own counsel, and orally object to the Class Settlement, regardless of whether they have submitted a Notice of Objection.

7. *How Does This Settlement Affect My Rights? What are the Released Claims?*

Upon the Effective Date, 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, Plaintiffs, the State of California with respect to all PAGA Members, and all PAGA Members 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, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Rodriguez Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to pay waiting time penalties upon termination; failure to provide accurate wage statements; violation of California Labor Code Sections 201, 202, 203, 226, 226(a), 226(c), 226.7, 226.7(b), 510, 512, 512(a), 1194, 1194.2, 1197, 1197.1, and 1198, and the applicable Industrial Welfare Commission Order; California Business and Professions Code sections 17200, *et seq.*; and any other claims, including claims for statutory penalties, pertaining to the Class Members.

“Released PAGA Claims” means any and all PAGA claims and/or causes of action which were alleged or could have been alleged based on the factual allegations in the PAGA Letters and Actions, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to pay waiting time penalties during employment and upon termination; failure to provide accurate wage statements; and failure to provide accurate payroll records; and civil penalties pursuant to California Labor Code Sections 210, 226, 226.3, 558, 1174.5, 1197.1, 2698, and 2699 in connection with violations of California Labor Code Sections 201, 202, 203, 204, 226, 226(a), 226.7, 226.7(b), 510, 512, 512(a), 558, 558.1, 1174, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; and Industrial Welfare Commission Wage Order No. 6-2001.

“Released Parties” means Defendant and its present and former officers, directors, members, owners, shareholders, assigns, subsidiaries, attorneys, insurers, successors, predecessors, and affiliates.

8. *Final Approval Hearing*

The Court will hold a Final Approval Hearing on **[date]** at **[time]** in Department 9 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, CA 90012 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Members. You are not required to appear at this hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number listed below, toll-free.

This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Los Angeles Superior Court, at 111 N. Hill Street, Los Angeles, CA 90012 during regular business hours.

You may also visit the Settlement Administrator's website at [REDACTED] for more information and documents relating to the Settlement.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.