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

MELISSA GARCIA, 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,

v.

WOLFORD AMERICA, INC., an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21STCV07870

Honorable Elihu M. Berle
Department 6

CLASS ACTION

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

Date: December 8, 2022
Time: 11:00 a.m.
Department: 6

Complaint Filed: March 1, 2021
FAC Filed: October 4, 2022
Trial Date: None Set

1 This matter has come before the Honorable Elihu M. Berle in Department 6 of the Superior
2 Court of the State of California, for the County of Los Angeles, on December 8, 2022, at 11:00 a.m.
3 for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Melissa Garcia ("Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees and Lewis Brisbois Bisgaard & Smith
6 LLP appears as counsel for Defendant Woldford America, Inc. ("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 and PAGA 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 Brian J. St. John in Support of Plaintiff's Motion for Preliminary Approval of
14 Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement
15 falls within the range of possible approval as fair, adequate, and reasonable.

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

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
20 and reasonable. It appears to the Court that extensive investigation and research have been
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 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Class Representative
28 Service Payment, PAGA Penalties, Administration Expenses Payment, and payments to the

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

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

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

19 All current and former hourly-paid and/or non-exempt employees who worked for
20 Defendant within the State of California at any time during the period from March
 1, 2017, through the date of this Order.

21 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
22 (“Class Counsel”).

23 8. The Court provisionally appoints Plaintiff Melissa Garcia as the representative of
24 the Class (“Class Representative”).

25 9. The Court provisionally appoints Simpluris, Inc. (“Simpluris”) to handle the
26 administration of the Settlement (“Settlement Administrator”).

27 10. Within thirty (30) calendar days of the date of this Order, Defendant shall provide
28 the Settlement Administrator with the following information about each Class Member: full name,

1 last known mailing address, last known telephone number, last known email address, Social Security
2 number, and and number of Workweeks and PAGA Pay Periods during the Class Period and PAGA
3 Period, respectively (collectively referred to as the “Class Data”) in conformity with the Settlement
4 Agreement.

5 11. The Court approves, both as to form and content, the Notice of Class Action
6 Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1.**” The Class Notice shall be provided
7 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
8 Class Notice appears to fully and accurately inform the Class Members of all material elements of
9 the Settlement, of Class Members’ right to be excluded from the Settlement by submitting an opt
10 out request, of Class Members’ right to dispute the Workweeks and/or PAGA Pay Periods credited
11 to each of them, and of each Settlement Class Member’s right and opportunity to object to the
12 Settlement by submitting an objection to the Settlement Administrator. The Court further finds that
13 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
14 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
15 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
16 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
17 Notice by First-Class U.S. mail to all Class Members and Aggrieved Employees within ten (10)
18 calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

19 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
20 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
21 choose to be excluded from the Class Settlement by submitting a timely written opt out request in
22 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
23 postmarked no later than the date which is sixty (60) calendar days from the initial mailing of the
24 Class Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice,
25 the Response Deadline will extended fourteen (14) calendar days. Any such person who timely and
26 validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any
27 recovery under the Class Settlement and will not be bound by the Class Settlement or have any right
28 to object, appeal, or comment thereon; however, if the Class Member worked during the PAGA

Period, he or she will be an Aggrieved Employee, will still receive an Individual PAGA Payment, and will be bound by the PAGA Settlement, regardless of whether he or she submitted a timely and valid Request for Exclusion. Class Members who have not submitted a timely and valid request to be excluded from the Settlement (i.e., Participating Class Member) shall be bound by the Settlement Agreement and any final judgment based thereon. Class Members who also qualify as Aggrieved Employees will be entitled to recovery under the PAGA Settlement and will be bound by the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 6 of the Los Angeles County Superior Court, located at Metropolitan Courthouse, 1945 S Hill St, Los Angeles, CA 90007, 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 Aggrieved Employees; and determine whether to finally approve the requests for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

14. Class Counsel shall file a motion for final approval of the Settlement and for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment, 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 Class Member must send the Settlement Administrator a written notice of objection on or before the Response Deadline. The objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection.

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

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

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

19 **IT IS SO ORDERED.**

20
21 Dated: _____

22 By: _____
23 The Honorable ELIHU M. BERLE
24 Judge of the Superior Court
25
26
27
28

EXHIBIT 1

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

Melissa Garcia v. Wolford America, Inc., Los Angeles Superior Court Case No. 21STCV07870

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Wolford America, Inc. (“Wolford”) for alleged wage and hour violations. The Action was filed by a former Wolford employee, Melissa Garcia, (“Plaintiff”) and seeks payment of (1) unpaid wages, unreimbursed business expenses, restitution, statutory penalties, interest, and attorneys’ fees and costs for a class of all non-exempt or hourly-paid employees (“Class Members”) who worked for Wolford during the Class Period (March 1, 2017 to [the date of preliminary approval]); and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt or hourly-paid employees who worked for Wolford during the PAGA Period (May 9, 2021 to [the date of preliminary approval]) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Wolford to fund Individual Class Payments, and (2) a PAGA Settlement requiring Wolford to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

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

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

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

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

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Wolford.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in

writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Wolford, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Wolford that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Wolford must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Wolford's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Wolford. The Action accuses Wolford of violating California labor laws by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaging in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.* Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action:

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

The above listed attorneys and their law firm are hereinafter referred to as “Class Counsel.”

Wolford strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Wolford or Plaintiff is correct on the merits. In the meantime, Plaintiff and Wolford hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Wolford have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Wolford does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Wolford has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Wolford Will Pay \$375,000.00 as the Gross Settlement Amount (Gross Settlement). Wolford has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Wolford will fund the Gross Settlement not more than 21 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement

or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$131,250.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$18,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$5,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$75,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Wolford are asking the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages ("Wage Portion") and 66.67% to penalties, interest, and non-wage damages ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Wolford will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to Legal Aid at Work, a non-profit organization ("Cy Pres").
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the

Administrator in writing, not later than [60 Day Response Deadline], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [60 Day Response Deadline] Response Deadline. The Request for Exclusion should be a letter sent via mail, email or fax that: (1) contains the case name and number of the Action (*Garcia v. Wolford America, Inc.*, Case No. 21STCV07870); (2) contains your full name, address, email address, telephone number, and last four digits of your Social Security Number; (3) contains your signature; (4) contains a clear statement that you request to be excluded from the Settlement; and (5) is sent to the Administrator by no later than the Response Deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Wolford.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Wolford based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Wolford have agreed that, in either case, the Settlement will be void: Wolford will not pay any money and Class Members will not release any claims against Wolford.
8. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Wolford has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Wolford or related entities for wages based on the Class Period facts and PAGA penalties based on the PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action during the Class Period for (1) alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and the IWC Wage Orders; (2) alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code section 226.7 and the IWC Wage Orders; (4) alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner during

employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; (8) alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174(d) and 1174.5 and the IWC Wage Orders; (9) alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (10) alleged violations of California Business & Professions Code sections 17200, *et seq.* Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Wolford has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Wolford, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Wolford or its related entities based on the facts alleged in the Action during the PAGA Period and resolved by this Settlement.

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

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$19,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Wolford's records, are stated in the first page of this Notice. You have until **[60-Day Response Deadline]** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by sending a letter to the Administrator via mail, email or fax, which: (1) contains the case name and number of the Action (*Garcia v. Wolford America, Inc.*,

Case No. 21STCV07870); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) contains a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attaches any relevant documentation in support thereof; and (4) is submitted to the Settlement Administrator by mail, postmarked no later than the Response Deadline. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter that: (1) contains the case name and number of the Action (*Garcia v. Woford America, Inc.*, Case No. 21STCV07870); (2) contains your full name, address, email address, telephone number, and last four digits of your Social Security Number; (3) contains your signature; (4) contains a clear statement that you request to be excluded from the Settlement; and (5) is sent to the Administrator and postmarked by no later than the Response Deadline. The Administrator will exclude you based on any writing communicating your request to be excluded. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [60 Day Response Deadline], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Woford are asking the Court to approve. At least 16 court days before the [Date of Final Approval Hearing] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose

contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [(url)] or the Court's website for a fee at <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [60-Day Response Deadline].** Written objections may be sent via mail, email or fax, and must: (1) contain the case name and number of the Action (*Garcia v. Wolford America, Inc.*, Case No. 21STCV07870); (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) clearly state the grounds for your objection; (4) state whether you intend to appear at the Final Approval Hearing; and (5) be sent to the Administrator by no later than the Response Deadline. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on (Date) at (Time) in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Wolford and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to [Administrator]'s website at [(url)]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV07870. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.

Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

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

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.