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

JO-NATHAN GREEN, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

BENDER ROSENTHAL, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 34-2023-00335755

Honorable Jill H. Talley
Department 23

CLASS ACTION

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

Hearing Date: August 8, 2025
Hearing Time: 9:00 a.m.
Department: 23

Complaint Filed: March 7, 2023
Jury Trial Date: None Set

1 This matter has come before the Honorable Jill H. Talley in Department 23 of the Superior
2 Court of the State of California, for the County of Sacramento, on August 8, 2025, at 9:00 a.m. for
3 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers *for*
4 Justice, PC appears as counsel for Plaintiff Jo-Nathan Green ("Plaintiff"), individually and on
5 behalf of all others similarly situated and aggrieved employees and Freeman Mathis & Gary LLP
6 appears as counsel for Defendant Bender Rosenthal, 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 Joint Stipulation of Class Action and PAGA
12 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 2**"
13 to the Declaration of Ryan Slinger 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
18 the 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 and
22 each other's respective positions. It further appears to the Court that the Settlement, at this time,
23 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
24 be presented by the further prosecution of the cases. It further appears that the Settlement has been
25 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
26 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 Award, PAGA Amount, Settlement Administration
3 Costs, and payments to the Settlement Class Members and PAGA Employees provided thereby,
4 appear to be within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being
6 granted as part of the Settlement and preliminarily finds that the monetary settlement awards made
7 available to the Class Members and PAGA Employees are fair, adequate, and reasonable when
8 balanced against the probable outcome of further litigation relating to certification, liability, and
9 damages issues.

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

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

21 all current and former hourly-paid or non-exempt employees of Defendant in
22 California employed at any time during the period from March 7, 2019 through
 either (a) January 18, 2025, (b) the Alternate End Date, whichever is sooner.

23 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Elizabeth Parker-
24 Fawley and Ryan Slinger of Lawyers *for* Justice, PC as Class Counsel.

25 8. The Court provisionally appoints Plaintiff Jo-Nathan Green as the Class
26 Representative.

27 9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix")
28 to handle the administration of the Settlement ("Settlement Administrator").

1 10. Within 21 calendar days after entry of this Preliminary Approval Order, Defendant
2 shall provide the Settlement Administrator with the following information about each Class
3 Member: full name, last known mailing address, Social Security number, start and end dates of
4 employment by Defendant within the State of California during the Class Period, and such other
5 information as is necessary for the Settlement Administrator to calculate Workweeks and PAGA
6 Pay Periods (“Class List”) in conformity with the Settlement Agreement.

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

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
23 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
24 for Exclusion no later than 60 calendar days from the initial mailing of the Class Notice
25 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be
26 extended by 15 calendar days from the date of the Response Deadline. Any Class Member who
27 submits a Request for Exclusion from the Class Settlement will not be a Settlement Class Member
28 and will not have any right to object, appeal, or comment on the Class Settlement. Class Members

1 who submit a timely and valid Request for Exclusion by the Response Deadline will not be bound
2 by the terms of this Agreement, any Court order approving the terms of the Class Settlement, and
3 the Final Approval Order and Judgment entered thereon. PAGA Employees will be bound by the
4 PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class
5 Settlement.

6 13. A Final Approval Hearing shall be held before this Court on
7 _____ at _____ a.m./p.m. in
8 Department 23 of the Superior Court of California for the County of Sacramento, located at 720
9 9th Street, Sacramento, California 95814, to determine all necessary matters concerning the
10 Settlement, including: whether the proposed settlement of the actions on the terms and conditions
11 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
12 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether
13 the plan of allocation contained in the Settlement should be approved as fair, adequate, and
14 reasonable to the Class Members and PAGA Employees; and determine whether to finally approve
15 the requests for the Attorneys Fees and Costs, Enhancement Award, and Settlement
16 Administration Costs.

17 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
18 Attorneys' Fees and Costs, Enhancement Award, PAGA Amount, and Settlement Administration
19 Costs, along with the appropriate declarations and supporting evidence, including the Settlement
20 Administrator's declaration, by _____,
21 to be heard at the Final Approval Hearing.

22 15. Only Class Members who do not request exclusion from the Class Settlement may
23 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator
24 prior to the Response Deadline or by presenting their objection orally at the Final Approval
25 Hearing, regardless of whether they submitted a written Notice of Objection. The Notice of
26 Objection must be signed by the Settlement Class Member and contain all information required by
27 this Settlement Agreement. A Settlement Class Member who does not object prior to or at the
28 Final Approval Hearing will be deemed to have waived any objections and will be foreclosed from

1 making any objections (whether at the Final Approval Hearing, by appeal or otherwise) to the
2 Settlement.

3 16. The Settlement is not a concession or admission and shall not be used against
4 Defendant as an admission or indication with respect to any claim of any fault or omission by
5 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
6 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,
7 neither the Settlement, nor any document, statement, proceeding or conduct related to the
8 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
9 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
10 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
11 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to
12 establish the existence of any condition constituting a violation of, or a non-compliance with state,
13 federal, local or other applicable law, except for legal proceedings concerning the implementation,
14 interpretation, or enforcement of the Settlement.

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

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

24 **IT IS SO ORDERED.**

25
26 Dated: _____

By:

The Honorable Jill H. Talley
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Jo-Nathan Green v. Bender Rosenthal, Inc.
Superior Court of California for the County of Sacramento
Case No. 34-2023-00335755

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 and, unless you request to be excluded from the class settlement, your legal rights may be affected.

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

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Jo-Nathan Green ("Plaintiff") and Defendant Bender Rosenthal, Inc. ("Defendant") (Plaintiff and Defendant are together referred to as the "Parties") in the case entitled *Jo-Nathan Green v. Bender Rosenthal, Inc.*, Sacramento County Superior Court, Case No. 34-2023-00335755 (the "Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing for [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from March 7, 2019 through [January 18, 2025 or the Alternate End Date].

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

"PAGA Employees" means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Period.

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

"PAGA Period" means the time period from May 15, 2024 through [January 18, 2025 or the Alternate End Date].

II. BACKGROUND OF THE ACTION

On March 7, 2023, Plaintiff filed a Class Action Complaint for Damages against Defendant, in the Sacramento County Superior Court, Case No. 34-2023-00335755 (the "Action"). On May 15, 2025, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that he contends were violated ("LWDA Notice"). On [Date FAC is filed], Plaintiff filed a First Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint").

Plaintiff alleges that Defendant failed 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, and reimburse business expenses. Plaintiff further contends that the alleged violations constitute unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and give rise to penalties under California Labor Code section 2698,

et seq. (“PAGA”). Plaintiff seeks, 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 strongly denies all of the allegations in the Action, and strongly denies violating any law, failing to pay any wages, provide meal or rest periods, provide accurate itemized wage statements and reimburse expenses, and contends it complied with all applicable laws.

So far, the Court has made no determination whether Plaintiff or Defendant are correct on the merits. In the meantime, however, and after investigation and analysis of the claims, the Parties hired an experienced, neutral mediator in an effort to resolve the Action by negotiating in good faith an end to this case rather than continuing the expensive and time-consuming process of litigation. As a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Jo-Nathan Green as representative of the Class (“Class Representative”), and the following attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Elizabeth Parker-Fawley, Esq.
Ryan Slinger, Esq.
Lawyers for Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

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 PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Both sides agree that nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount is Three Hundred Forty-Five Thousand Dollars (\$345,000.00) (the “Total Settlement Amount”). The portion of the Total 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 Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees to Class Counsel in an amount up to thirty-five percent (35%) of the Total Settlement Amount (i.e., \$120,750.00 if the Total Settlement Amount remains \$345,000.00) and reimbursement of litigation costs and expenses incurred by Class Counsel, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) (together, “Attorneys’ Fees and Costs”); (2) Enhancement Award in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff for his services in the Action; (3) Settlement Administration Costs in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to the Settlement Administrator; and (4) the amount of Fifty-Five Thousand Dollars (\$55,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”). The PAGA Amount will be distributed 65% (\$35,750.00) to the LWDA (“LWDA Payment”) and the remaining 35% (i.e., \$19,250.00) will be distributed to PAGA Employees (“Individual PAGA Payments”).

Class Members are entitled 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 or non-exempt employee within the State of California during the Class Period, (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Estimated Workweek Value”) and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to arrive at his or her Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) interest and penalties which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments (“Employer Taxes”) will be paid by Defendant separately and in addition to the Total Settlement Amount. Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Individual Settlement Payment is 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 Individual Settlement Payment received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 35% share of the PAGA Amount (“PAGA Employee Amount”), based on the number of the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California employed during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator has divided the PAGA Employee Amount by the total number of PAGA Pay Periods of all PAGA Employees during the PAGA Period (“PAGA Pay Period Value”) and multiplied each PAGA Employee’s individual PAGA Pay Periods by the PAGA Pay Period Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). Again, neither side is giving you any advice on whether your PAGA Payment is 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 PAGA Payment received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

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 your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks and/or PAGA Pay Periods Based on Defendant’s Records

According to Defendant’s records, you have been credited with [] Workweeks during the Class Period, i.e., from March 7, 2019 through **[January 18, 2025 or Alternate End Date]**.

According to Defendant’s records, you have been credited with [] PAGA Pay Periods during the PAGA Period, i.e., from May 15, 2024 through **[January 18, 2025 or Alternate End Date]**.

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit a written dispute that: (a) contains the case name and number of the Action; (b) contains the full name, signature, address, telephone number, and the last four (4) digits of the Social Security number of the disputing Class Member; (c) clearly states that the Class Member disputes the number of Workweeks and/or PAGA Pay Periods credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) includes information and/or attaches documentation demonstrating that the number of Workweeks and/or PAGA Pay Periods that he or she contends should be credited to him or her are correct; and (e) is submitted by mail to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Pay Periods credited to you during the Class Period and/or PAGA Period.

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.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower and payments will only be distributed if the Court grants final approval of the Settlement and after the Settlement goes into effect.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., 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 Total Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and 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 all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Operative Complaint and this Action for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200.

"Released PAGA Claims" means any and all claims alleged in the PAGA Notice and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, codified in California Labor Code § 2698, et seq.

"Released Parties" means Defendant Bender Rosenthal, Inc. and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Employees as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$120,750.00, if the Total Settlement Amount remains \$345,000.00) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars (\$30,000.00) (together, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, 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 Awards to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000.00) (“Enhancement Award”), in recognition of his services in connection with the Action. The Enhancement Award will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his individual settlement payments 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 Seven Thousand Five Hundred Dollars (\$7,500.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including but not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks 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 Total Settlement Amount, subject to approval by the Court.

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

A. Participate in the Class 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, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member and/or PAGA Employee, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you may seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (a) contain the case name and number of the Action; (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be submitted by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment from the Class Settlement, 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 Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Consistent with applicable law, however, PAGA Employees may not exclude themselves from the PAGA Settlement, including those pertaining to the release of Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement) if it grants final approval of the Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) contain the case name and number of the Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of his or her Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Sacramento County Superior Court, located at the Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, California 95814, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear through the Department’s Zoom link (<https://saccourt-ca-gov.zoomgov.com/my/sscdept23>) or phone number (Telephone: (833) 568-8864 / ID: 16108301121) if you wish to. Instructions are provided by the Court at: <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action for a fee by visiting the civil clerk’s office, located at Gordon D. Schaber Sacramento County Courthouse, located at 720 9th Street, Sacramento, California 95814, during regular business hours, or online by visiting the following website: <https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>.

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.