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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

GABRIEL TARIN, individually, and on
behalf of other members of the general
public similarly situated; VICTOR
MENDOZA, individually, and on behalf of
other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

HD SUPPLY, INC., a Delaware corporation;
HD SUPPLY MANAGEMENT, INC., a
Florida corporation; HD SUPPLY
MANAGEMENT, LLC, a Florida corporation,
and DOES 3 through 100, inclusive,

Defendants.

Case No.: 21STCV42524

Honorable Elihu M. Berle
Department SSC-6

CLASS ACTION

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

Date: October 16, 2024
Time: 11:00 a.m.
Department: SSC-6

Complaint Filed: November 18, 2021
FAC Filed: May 25, 2023
Doe Amendment Filed: October 5, 2023
Trial Date: None Set

1 This matter has come before the Honorable Elihu M. Berle in Department SSC-6 of the
2 Superior Court of the State of California, for the County of Los Angeles, on October 16, 2024 at
3 11:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Victor Mendoza ("Plaintiff"), individually
5 and on behalf of all others similarly situated and the State of California with respect to aggrieved
6 employees and Fisher & Phillips, LLP appears as counsel for Defendants HD Supply, Inc., HD
7 Supply Management, Inc., and HD Supply Management, LLC (collectively, "Defendants").

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Stipulation of Class Action and PAGA
13 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to
14 the Declaration of Selena Matavosian in Support of Plaintiff's Motion for Preliminary Approval of
15 Class Action and PAGA Settlement, and the Amendment No. 1 to Stipulation of Class Action and
16 PAGA Settlement, attached as "**EXHIBIT 1**" to the Supplemental Declaration of Selena Matavosian
17 in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement
18 (together, the "Settlement," "Agreement," or "Settlement Agreement"). This is based on the Court's
19 determination that the Settlement falls within the range of possible approval as fair, adequate, and
20 reasonable.

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

24 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
25 and reasonable. It appears to the Court that extensive investigation and research have been
26 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
27 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
28 additional costs by all parties, as well as avoid the delay and risks that would be presented by the

1 further prosecution of the case. It further appears that the Settlement has been reached as the result
2 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

3 4. The Court preliminarily finds that the Settlement, including the allocations for the
4 Attorney's Fees and Costs, Enhancement Award, LWDA Payment, Settlement Administration
5 Costs, and payments to the Settlement Class Members and Aggrieved Employees provided thereby,
6 appear to be within the range of reasonableness of a settlement that could ultimately be given final
7 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
8 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
9 to the Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced
10 against the probable outcome of further litigation relating to certification, liability, and damages
11 issues.

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

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

24 All current and former hourly-paid or non-exempt employees of Defendants in
25 California employed as Delivery Drivers (non-CDL) or Warehouse Associates
during the Class Period, who were not included in the *Lozano* Class ("Class
Member(s)" or "Settlement Class").

26 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Selena
27 Matavosian of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

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

3 9. The Court provisionally appoints Phoenix Settlement Administrators (“Phoenix”) to
4 handle the administration of the Settlement (“Settlement Administrator”).

5 10. Within twenty-one (21) calendar days of the date of this Order, Defendants shall
6 provide the Settlement Administrator with the following information about each Class Member and
7 Aggrieved Employee, in conformity with the Settlement Agreement: full name, last known mailing
8 address, telephone number, Social Security Number, start and end dates employed by Defendants
9 in California as Delivery Drivers (non-CDL) and/or Warehouse Associates during the Class Period
10 and, if applicable, during the PAGA Period, and such other information and data as necessary for
11 the Settlement Administrator to independently calculate the Workweeks and Pay Periods (“Class
12 List”).

13 11. The Court approves, both as to form and content, the Notice of Class Action
14 Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1.**” The Class Notice shall be provided
15 to Class Members and Aggrieved Employees in the manner set forth in the Settlement Agreement.
16 The Court finds that the Class Notice appears to fully and accurately inform the Class Members and
17 Aggrieved Employees of all material elements of the Settlement, of Class Members’ right to be
18 excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members’ and
19 Aggrieved Employees’ right to challenge the Workweeks and/or Pay Periods credited to each of
20 them, and of each Settlement Class Member’s right and opportunity to object to the Settlement by
21 submitting a Notice of Objection to the Settlement Administrator or appearing at the Final Approval
22 Hearing with or without submitting a written objection. The Court further finds that distribution of
23 the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this
24 Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the
25 requirements of due process and shall constitute due and sufficient notice to all persons entitled
26 thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First-
27 Class U.S. Mail to all Class Members within fourteen (14) calendar days of receipt of the Class List,
28 pursuant to the terms set forth in the Settlement Agreement.

1 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
2 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
3 choose to be excluded from the Class Settlement by submitting a timely and valid Request for
4 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement
5 Administrator, postmarked no later than the date which is sixty (60) calendar days after the
6 Settlement Administrator mails the Class Notice to Class Members and Aggrieved Employees
7 (“Response Deadline”); in the case of a re-mailed Class Notice, the Response Deadline will be
8 extended by fifteen (15) calendar days from the date of the original sixty (60) calendar day deadline.
9 Any such person who timely and validly chooses to opt out of, and be excluded from, the Class
10 Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by
11 the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all
12 current and former hourly-paid or non-exempt employees of Defendants in California employed
13 as Delivery Drivers (non-CDL) or Warehouse Associates during the PAGA Period, who were not
14 included in the *Lozano* Aggrieved Employee Group (“Aggrieved Employees”) will be bound by
15 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether
16 they submit a Request for Exclusion. Class Members who do not submit a valid and timely Request
17 for Exclusion (i.e., Settlement Class Members) shall be bound by the Settlement Agreement and any
18 final judgment based thereon, as it pertains to the Class Settlement.

19 13. A hearing (“Final Approval Hearing”) shall be held before this Court on
20 _____ at _____ a.m./p.m. in
21 Department SSC-6 of the Los Angeles County Superior Court, located at 312 North Spring Street,
22 Los Angeles, CA 90012, for the Court to determine all necessary matters concerning the Settlement,
23 including: whether the proposed settlement of the actions on the terms and conditions provided for
24 in the Settlement is fair, adequate, and reasonable and should be granted final approval by the Court;
25 whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of
26 allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the
27 Class Members and Aggrieved Employees; and whether the requests for the Attorneys’ Fees and
28 Costs, Enhancement Award, and Settlement Administration Costs should be granted.

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

5 15. To object to the Class Settlement, a Class Member may submit his or her objection
6 in writing to the Settlement Administrator on or before the Response Deadline. The written
7 objection (i.e., a Notice of Objection) must be signed and must contain the information that is
8 required, as set forth in the Class Notice, including and not limited to the grounds for the objection.
9 Settlement Class Members may also present their objection orally at the Final Approval Hearing,
10 regardless of whether they have submitted a written objection.

11 16. The Settlement is not a concession or admission, and shall not be used against
12 Defendants as an admission or indication with respect to any claim of any fault or omission by
13 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
14 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
15 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
16 deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to,
17 evidence of a presumption, concession, indication or admission by Defendants of any liability, fault,
18 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
19 implementation, interpretation, or enforcement of the Settlement.

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

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

5 **IT IS SO ORDERED.**

6
7 Dated: _____

By:

The Honorable Elihu M. Berle
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Gabriel Tarin, et al. v. HD Supply, Inc., et al.
Superior Court of California for the County of Los Angeles
Case No. 21STCV42524

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' 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 with respect to the settlement, and how you can request to be excluded from the class settlement, object to the class settlement, and/or dispute the number of Workweeks and/or Pay Periods (if applicable) that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Victor Mendoza ("Plaintiff") and Defendants HD Supply, Inc., HD Supply Management, Inc., and HD Supply Management, LLC (collectively, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Gabriel Tarin, et al v. HD Supply, Inc., et al.*, Superior Court of California for the County of Los Angeles, Case No. 21STCV42524 ("Action"). The settlement may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [date of Final Approval hearing] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Aggrieved Employees" means all current and former hourly-paid or non-exempt employees of Defendants in California employed as Delivery Drivers (non-CDL) or Warehouse Associates during the PAGA Period, who were not included in the *Lozano* Aggrieved Employee Group.

"Class" means all current and former hourly-paid or non-exempt employees of Defendants in California employed as Delivery Drivers (non-CDL) or Warehouse Associates during the Class Period, who were not included in the *Lozano* Class.

"Class Member" means an individual member of the Class.

"Class Period" means the time period from November 18, 2017 to November 30, 2023.

"Class Settlement" means the settlement and release of the Released Class Claims.

"PAGA Period" means the period from October 10, 2021 to November 30, 2023.

"PAGA Settlement" means the settlement and release of the Released PAGA Claims.

"Lozano Action" means *Daniel G. Lozano v. The Home Depot USA, Inc.*, Superior Court of California for the County of Los Angeles, Case No. 22STCV18980.

"Lozano Aggrieved Employee Group" means all current and former non-exempt Supply Chain Drivers (specifically, job codes: IBAIND, IBBUDR, IBCDDR, IBLGHD, IBNCDD, IBWDVR, IBWHDC, IBWHDL, HDRVHP) employed by Home Depot U.S.A., Inc. or HD Supply, Inc. in California during the period April 7, 2019 to August 15, 2022 (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification) covered by the Amended Joint Stipulation of Class Action Settlement and Release of Claims executed on or about March 17, 2023 in the *Lozano* Action.

"Lozano Class" means all current and former non-exempt Supply Chain Drivers (specifically, job codes: IBAIND, IBBUDR,

IBCDDR, IBLGHD, IBNCDR, IBWDVR, IBWHDC, IBWHDL, HDRVHP) employed by Home Depot U.S.A., Inc. or HD Supply, Inc. in CA during the Class Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification) covered by the Amended Joint Stipulation of Class Action Settlement and Release of Claims executed on or about March 17, 2023 in the *Lozano* Action.

II. BACKGROUND OF THE LAWSUIT

On November 18, 2021, former plaintiff Gabriel Tarin commenced a putative class action lawsuit by filing the Class Action Complaint for Damages against Defendant HD Supply, Inc. in the Los Angeles County Superior Court, Case No. 21STCV42524 ("Action").

On June 20, 2022, former plaintiff Gabriel Tarin filed an Amendment to Complaint, thereby adding HD Supply Management, Inc. as an additional defendant.

On October 10, 2022, Plaintiff provided written notice to the California Labor & Workforce Development Agency ("LWDA") and Defendants of his intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and the basis for those claims ("Original PAGA Notice"). On July 17, 2024, Plaintiff sent an additional letter to the LWDA and Defendants, clarifying that HD Supply Management, LLC is the successor entity of HD Supply Management, Inc. and that HD Supply Management, Inc. employed Plaintiff up until on or about December 31, 2021, at which point HD Supply Management, LLC became Plaintiff's employer, and thus HD Supply Management, Inc. and HD Supply Management, LLC are included among Defendants against whom civil penalties are being pursued and sought by way of the Action; and also clarifying that Plaintiff contends that HD Supply, Inc. operated in concert with and was a joint employer with HD Supply Management, Inc. and its successor entity HD Supply Management, LLC ("Additional PAGA Notice")(collectively the Original PAGA Notice and Additional PAGA Notice are referred to as "PAGA Notices").

On May 25, 2023, former plaintiff Gabriel Tarin and Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("First Amended Complaint" or "Operative Complaint"), thereby adding Victor Mendoza as an additional plaintiff and adding a claim for civil penalties pursuant to PAGA, on behalf of the State of California in connection with Plaintiff Victor Mendoza and aggrieved employees.

On October 5, 2023, former plaintiff Gabriel Tarin and Plaintiff filed an Amendment to Complaint, thereby adding HD Supply Management, LLC as an additional defendant.

Plaintiff alleges that Defendants violated the California Labor Code 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 accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct in violation of California Business & Professions Code section 17200, *et seq.* and engaged in conduct that gives rise to civil penalties under 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.

Defendants deny all of the allegations in the Action or that they violated any law.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Stipulation of Class Action and PAGA Settlement and Amendment No. 1 to Stipulation of Class Action and PAGA Settlement (together, "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

Victor Mendoza as the representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwarzian
Joanna Ghosh
Selena Matavosian
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, 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 credited to you, if you so choose, as explained more fully in Section III below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object to or seek exclusion from the PAGA Settlement; all Aggrieved Employees will be bound by the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by the Defendants that the claims in the Action have merit or that the Defendants have any liability to Plaintiff, Class Members, the State of California, and/or Aggrieved Employees. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members, Aggrieved Employees, and the State of California. 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 Two Million Nine Hundred Fifty Thousand Dollars and Zero Cents (\$2,950,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Settlement 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 and Costs, consisting of attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Total Settlement Amount (i.e., \$1,032,500.00 if the Total Settlement Amount remains \$2,950,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) to Class Counsel; (2) Enhancement Award in an amount not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00) to Plaintiff for his services in the Action; (3) PAGA Penalty Amount in the amount of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00), consisting of payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of Three Hundred Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$337,500.00) for its 75% portion of the PAGA Penalty Amount (“LWDA Payment”) and payment of One Hundred Twelve Thousand Five Hundred Dollars and Zero Cents (\$112,500.00) constituting 25% of the PAGA Penalty Amount that is to be paid to the Aggrieved Employees on a *pro rata* basis based on Pay Periods during the PAGA Period (i.e., Individual PAGA Payment(s)); and (4) Settlement Administration Costs in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share(s)”) based on the number of weeks each Class Member was employed by Defendants in California as Delivery Drivers (non-CDL) and/or Warehouse Associates during the Class Period (“Workweeks”), which will be calculated by the Settlement Administrator by determining the number of days between the start and end dates of employment as Delivery Drivers (non-CDL) and/or Warehouse Associates during the Class Period, divided by seven (7) and rounding up to the nearest whole number.

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 his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Penalty Amount (i.e., \$112,500.00) payable to Aggrieved Employees (“Individual PAGA Payment(s)”) based on the number of pay periods each Aggrieved Employee was employed by Defendants in California as Delivery Drivers (non-CDL) and/or Warehouse Associates during the PAGA Period (“Pay Periods”), which will be calculated by the Settlement Administrator by determining the number of days between the start and end dates of employment as Delivery Drivers (non-CDL) and/or Warehouse Associates during the PAGA Period, divided by seven (7) to determine the number of weeks and then divided by two (2) to determine the number of pay periods and rounding up to the nearest whole number.

The Settlement Administrator has divided 25% of the PAGA Penalty Amount by the Pay Periods of all Aggrieved Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiplied each Aggrieved Employee’s individual Pay Periods during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment (which is listed in Section III.C below). Aggrieved Employees shall receive an Individual PAGA Payment and shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages which will be reported on an IRS Form W2 and eighty percent (80%) penalties and interest which will be reported on an IRS Form 1099 (if required). Each Individual Settlement Share will be subject to reduction for the employee’s share of 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(s)”). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, for which the Settlement Administrator will not deduct taxes or undertake withholdings, and which will be reported on an IRS Form 1099-MISC, if necessary.

If the Court grants final approval of the Settlement, within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendants pursuant to the terms of the Settlement. Within thirty (30) calendar days of receipt of the Settlement Administrator’s accounting, Defendant will fund the Settlement by making a one-time deposit of the Total Settlement Amount, plus an amount sufficient for the employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares.

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

B. Your Workweeks and Pay Periods Based on Defendants’ Records

According to Defendants’ records, you have been credited with [REDACTED] Workweeks during the Class Period, i.e., from November 18, 2017 to November 30, 2023.

According to Defendants’ records, you have been credited with [REDACTED] Pay Periods during the PAGA Period, i.e., from October 10, 2021 to November 30, 2023.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you may submit your dispute by way of written letter that is sent to the Settlement Administrator. Such disputes must: (a) contain the case name and number of the Action; (b) be signed by the Class Member and/or Aggrieved Employee, (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class Member and/or Aggrieved Employee, (d) clearly state that the Class Member and/or Aggrieved Employee disputes the number of Workweeks and/or Pay Periods credited to him or her and what he or she contends is the correct number that should be credited to him or her, (e) include information

and/or attach documentation demonstrating that the number of Workweeks and/or Pay Periods that he or she contends should be credited to him or her are correct, and (f) be returned by mail to the Settlement Administrator at the specified address listed below (Section IV.B), postmarked on or before **[Response Deadline]**.

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

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you during the Class Period and your estimated Individual PAGA Payment is based on the number of Pay Periods credited to you during the 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 employee's share of taxes and withholding 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.

Your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment may be higher or lower.

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, and all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims under state, federal, or local law alleged in the Operative Complaint or that reasonably could have been alleged based on the factual allegations contained in the Operative Complaint, arising during the Class Period, including but not limited to claims for failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders Nos. 4-2001, 7-2001, and 9-2001, and unfair business practices in violation of California Business & Professions Code § 17200 *et seq.* based on the aforementioned.

"Released PAGA Claims" means any and all claims for civil penalties under the Private Attorneys General Act (California Labor Code § 2698, *et seq.*), arising out of the facts alleged in the Operative Complaint and PAGA Notices, or reasonably could have been alleged based on the factual allegations contained in the Operative Complaint and PAGA Notices, arising during the PAGA Period, for failure to pay overtime wages, failure to provide compliant meal period and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders Nos. 4-2001, 7-2001, and 9-2001.

"Released Parties" means Defendants, and all of their present and former agents, officers, executive-level employees, directors, owners, subsidiaries, affiliates, parent companies, attorneys, insurers, successors, and assigns.

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 \$1,032,500.00 if the Total Settlement Amount remains \$2,950,000.00) and reimbursement of litigation costs and expenses not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, State of California with respect to Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Seven Thousand Dollars and Zero Cents (\$7,000.00) (“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 Payment and Individual PAGA Payment (if applicable) 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 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and Aggrieved Employees of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes regarding Workweeks and Pay Periods, 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 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 release the Released Parties of the Released Class Claims described in Section III.D above.

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

As a Class Member or Aggrieved 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 must seek exclusion from the Class Settlement by submitting a written letter (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the Class Settlement; and (e) be mailed to the Settlement Administrator postmarked no later than **[Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive 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. Any Class Members who do not submit a valid and timely 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 Released Class Claims described in Section III.D above, as well as the contemplated judgment to be entered by the Court (as it pertains to the PAGA Settlement), if the Court grants final approval of the Settlement. However, consistent with applicable law, Aggrieved Employees may not exclude themselves from the PAGA Settlement and will be bound by all terms of 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.

The Notice of Objection must: (a) be signed by the Class Member; (b) contain the case name and number of the Action; (c) contain the Class Member’s full name, telephone number, mailing address, and the last four digits of their Social Security number; (d) clearly state the factual and legal basis for objecting to the Class Settlement; (e) indicate whether the Class Member is represented by counsel and identify said counsel; (f) indicate whether the Class Member intends to appear at the Final Approval Hearing and seeks to be heard at the Final Approval Hearing; and (g) be mailed to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked on or before **[Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 6 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on **[date and time of Final Approval hearing]**, 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 Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

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 court records in the Action for a fee by visiting the civil clerk’s office, during business hours (you must make an appointment prior to visiting the civil clerk’s office), located at the Stanley Mosk Courthouse, 111 North Hill Street, California, 90012. Certain information and imaged documents about the Action will be made available by the Court and may be viewed online by visiting the following website and entering the case number of the Action (21STCV42524): <https://www.lacourt.org/casesummary/ui>

Please note, access to Court facilities may be restricted or limited, and there may be limitations on personal appearances and remote appearances. You can find the most current information regarding access to Court facilities and in-person and remote appearances on the Court’s website at: <https://www.lacourt.org/>

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

Please note that there may be deadlines to reserve a remote appearance and reservation fees or charges may apply.

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.