

Lilit Tunyan (SBN 329351)
ltunyan@tunyanlaw.com
Artur Tunyan (SBN 349174)
atunyan@tunyanlaw.com
TUNYAN LAW, APC
535 N. Brand Blvd., Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

Attorneys for Plaintiffs Isabel Rodriguez and Daniel Tovar

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ISABEL RODRIGUEZ and DANIEL TOVAR,
on behalf of themselves all employees similarly
situated,

Plaintiffs,

v.

ROY MILLER PAINTING, INC., a California
Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2023-01314830-CU-OE-CXC

[Assigned for all purposes to Hon. Melissa R.
McCormick, Dept. CX104]

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

Reservation N: 74214837

Date: May 16, 2024

Time: 2 p.m.

Courtroom: Dept. CX104

Judge: Hon. Melissa R. McCormick

Action Filed: March 20, 2023

Trial: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiffs ISABEL RODRIGUEZ and DANIEL TOVAR (“Plaintiffs”) and Defendant ROY
3 MILLER PAINTING, INC. (“Defendant”) have reached terms of settlement for a putative class and
4 PAGA representative action.

5 Plaintiffs have filed a motion for preliminary approval of a class and PAGA representative action
6 settlement of the claims asserted against Defendant in this action, memorialized in the JOINT
7 STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT (*see*
8 Declaration of Lilit Tunyan in Support of Plaintiffs’s Motion for Preliminary Approval of Class and
9 PAGA Representative Action Settlement [“Tunyan Decl.”], at Exh. 1). The JOINT STIPULATION OF
10 CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT is referred to herein as the
11 “Agreement” or “Settlement.”

12 After reviewing the Agreement, the Notice process, and other related documents, and having
13 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

14 1. The Court preliminarily finds that the terms of the proposed class action Settlement are
15 fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting
16 preliminary approval of the class action settlement the Court has considered the factors identified in
17 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer,*
18 *Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

19 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
20 non-collusive arms-length negotiations. The Court further finds that the parties have conducted
21 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate
22 their respective positions. The Court also finds that settlement at this time will avoid additional
23 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
24 of the action. The Court finds that the risks of further prosecution are substantial.

25 3. The parties’ Settlement is granted preliminary approval as it meets the criteria for
26 preliminary settlement approval. The Settlement falls within the range of reasonableness and appears
27 to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing.
28 The Settlement Class meets the requirements for conditional certification for settlement purposes only

1 under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members of
2 the proposed settlement Class of the terms of the proposed settlement.

3 4. The parties' proposed notice plan is constitutionally sound because individual notices
4 will be mailed to all Class Members whose identities are known to the parties, and such notice is the
5 best notice practicable. The parties' proposed Class Notice, attached to the Settlement as Exhibit B, is
6 sufficient to inform Class Members of the terms of the Settlement, their rights under the settlement,
7 their rights to object to the Settlement, their right to receive a payment under the settlement or elect not
8 to participate in the settlement, and the processes for doing so, and the date and location of the final
9 approval hearing and are therefore approved.

10 5. The following persons are certified as Class Members solely for the purpose of entering
11 a settlement in this matter:

12 All current and former non-exempt employees employed by Defendant in
13 California at any time during the Class Period (the "Class Period" is March 20, 2019
14 through May 1, 2023). (Settlement, ¶¶ 3-4.)

15 6. The PAGA Employee is defined as follows:

16 All current and former non-exempt employees of Defendant who worked in California
17 at any time during the PAGA Period (the "PAGA Period" is March 20, 2022 through
18 May 1, 2023.) PAGA Employees cannot opt out of the settlement of the PAGA claim.

19 (Settlement, ¶¶ 10-11.)

20 7. Plaintiffs ISABEL RODRIGUEZ and DANIEL TOVAR are appointed as the Class
21 Representatives. The Court finds Plaintiffs' counsel are adequate, as they are experienced in wage and
22 hour class action litigation and have no conflicts of interest with absent Settlement Class Members, and
23 that they adequately represented the interests of absent class members in the Litigation. Tunyan Law,
24 APC is appointed Class Counsel.

25 8. The Court appoints ILYM GROUP, Inc. to act as the Settlement Administrator,
26 pursuant to the terms set forth in the Agreement.

27 9. Defendant is directed to provide the Settlement Administrator the names and most
28 recent known mailing addresses of Class Members and any other information required in accordance

1 with the Agreement (the “Class List”), no later than 20 calendar days after entry of this Order.
2 (Settlement, ¶ 29 (a).)

3 10. The Settlement Administrator is directed to mail the approved Class Notice attached as
4 **Exhibit 1** to this order by first-class mail to the Class Members in accordance with the Agreement, no
5 later than 14 calendar days after receipt of the Class List. (Settlement, ¶ 29(b).)

6 11. Class Members will be bound by the Agreement unless they submit a timely, valid, and
7 complete written request to be excluded from the Settlement to the Settlement Administrator in the
8 form attached to this order as **Exhibit 2** (the Request for Exclusion Form) by the Response Deadline.

9 12. In addition to any recovery that Plaintiffs may receive under the Settlement as a
10 Settlement Class Member, and in recognition of the Plaintiffs’ general release of individual claims and
11 his efforts on behalf of the Settlement Class, the Court hereby preliminary approves the payment of an
12 enhancement awards to Plaintiffs ISABEL RODRIGUEZ and DANIEL TOVAR in the amount of
13 \$5,000.00 each, total of \$10,000.00.

14 13. The Court preliminary approves the payment in the amount of \$6,500.00 to ILYM
15 Group, Inc. for its services as the Settlement Administrator.

16 14. The Court preliminary approves the payment of attorneys’ fees to Class Counsel in the
17 amount of \$60,333.33. Litigation expenses are preliminary approved by the Court not to exceed
18 \$22,000.

19 15. The Court preliminary approves and orders payment in the amount of \$11,250.00 to the
20 Labor and Workforce Development Agency in compromise of claims under the Labor Code Private
21 Attorneys General Act of 2004 (Labor Code § 2698 et seq.).

22 16. The Court preliminary approves and orders net payment of at least \$70,916.67 to Class
23 Members and PAGA Employees in accordance with the distribution formulas provided in the Settlement
24 Agreement.

25 17. A final approval hearing will be held on _____, 2024, at
26 _____, in Department CX104, to determine whether the settlement should be granted final
27 approval as fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all
28 evidence and arguments necessary to evaluate the Settlement.

1 18. Plaintiffs shall file a Motion for Final Approval, including any request for an award of
2 fees, costs, and an Enhancement Award to Plaintiffs, no later than 16 court days / _____ calendar
3 days prior to the final approval hearing. In conjunction with the filing of the final approval motion, a
4 declaration from the Settlement Administrator on the outcome of the notice process shall be filed with
5 the Court. At that time, the Parties shall also file responses to any written objections received by the
6 Settlement Administrator by the Response Deadline.

7 19. As set forth in the Notice, to object to the Settlement, a Class Member must either
8 submit a timely, valid, and complete objection in writing to the Settlement Administrator via the form
9 attached to this order as **Exhibit 3** (the Objection Form) by the Response Deadline or appear at the final
10 approval hearing in person or remotely or by his or her own attorney and show cause why the Court
11 should not approve the settlement.

12 20. The Court reserves the right to continue the date of the final approval hearing without
13 further notice to Class Members.

14 21. The Court retains jurisdiction to consider all further applications arising out of or in
15 connection with the settlement.
16

17 **IT IS SO ORDERED.**
18

19 Dated: _____

Hon. Melissa R. McCormick
ORANGE COUNTY SUPERIOR COURT JUDGE

Exhibit “1”

NOTICE OF PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Rodriguez, et al. v. Roy Miller Painting, Inc.
Orange County Superior Court Case No. 30-2023-01314830-CU-OE-CXC

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE A NON-EXEMPT EMPLOYEE OF ROY MILLER PAINTING, INC. (“DEFENDANT” or “RMP”) WHO WORKED IN CALIFORNIA AT ANY TIME BETWEEN MARCH 20, 2019 AND MAY 1, 2023 (THE “CLASS PERIOD”), THIS PROPOSED CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Purpose of this Notice

A proposed settlement (the “Settlement”) has been reached in a proposed class and PAGA action lawsuit brought by Plaintiffs Isabel Rodriguez and Daniel Tovar (“Plaintiffs”) against Defendant Roy Miller Painting, Inc. entitled *Rodriguez, et al. v. Roy Miller Painting, Inc.*, Orange Superior Court Case No. 30-2023-01314830-CU-OE-CXC (the “Action”). The purpose of this Notice of Proposed Class and Private Attorneys General Act of 2004 (“PAGA”) Representative Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement.

You are receiving this notice because RMP’s records indicate that you worked for RMP as a non-exempt employee in California for some time between March 20, 2019 and May 1, 2023 (“Class Period”). This means you are a potential Class Member, and you have a right to know about the proposed Settlement.

In addition, you are also a PAGA Employee if you are currently or were formerly employed as a non-exempt employee of RMP who worked for RMP within California at any time during the period from March 20, 2022 to May 1, 2023 (“PAGA Period”).

This Notice advises you of your options under this settlement, which include how you can participate in this settlement and receive your share of the settlement proceeds, how you can exclude yourself from the settlement, or how you can object to the settlement.

What is the case about?

On March 20, 2023, Plaintiffs Isabel Rodriguez and Daniel Tovar (“Plaintiffs”) filed a putative Class Action. On May 25, 2023, Plaintiffs filed a First Amended Complaint alleging the following claims against Defendant: (1) failed to pay all wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to timely pay all wages at termination; (5) failed to furnish accurate itemized wage statements; (6) failure to indemnify necessary business expenses; (7) violated California’s Unfair Competition Law, California Business and Professions Code § 17200 *et seq.*; and (8) violated provisions of the Labor Code giving rise to civil penalties under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, *et seq.*] (“PAGA”).

The Action seeks unpaid wages for a class of all current and former non-exempt employees of RMP who worked in California at any time during the Class Period (the “Class” or “Class Members”). The Action also seeks penalties under PAGA for all current and former non-exempt employees of RMP who worked in California at any time during the PAGA Period (“PAGA Employees”).

Defendant denies each and every allegation in the Lawsuit, denies any liability or wrongdoing of any kind, and believes that it treated, and continues to treat, its employees fairly and in full compliance with the law.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING – GET MONEY	If you do nothing, you will be considered a “Settlement Class Member” in the Settlement and will receive your individual settlement share under the Settlement if the Court finally approves the Settlement. You will also
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	give up rights to assert the Released Claims against Defendant as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT. DEADLINE TO EXCLUDE YOURSELF: <<RESPONSE DEADLINE>>	You have the option to exclude yourself from the Class Settlement. If you choose to do so, you must mail to the Administrator, in writing, a completed Request for Exclusion Form. If you exclude yourself, you will NOT receive any payment under the Settlement (other than based on the PAGA Claim, if applicable). Request for Exclusion Forms must be submitted by << RESPONSE DEADLINE >>.
OBJECT TO THE SETTLEMENT. DEADLINE TO SUBMIT <i>WRITTEN</i> OBJECTIONS: <<RESPONSE DEADLINE>>	To object to the Settlement, you must either mail a written explanation of why you do not agree with the Settlement to the Settlement Administrator by completing and submitting the Objection Form, appear at the Final Approval Hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request for Exclusion Form if you wish to object. <i>Written</i> objections must be submitted by << RESPONSE DEADLINE >>.

What are the Settlement terms?

Subject to final Court approval, Defendant will pay a maximum total payment under the Settlement of \$181,000.00 (the “Gross Settlement Amount”) for: (a) individual Settlement Class Payments to Settlement Class Members; (b) the Service Payments to Plaintiffs (\$5,000.00 to be requested for each Plaintiff, totaling \$10,000.00); (c) attorneys’ fees (not to exceed 33 and 1/3% of the Gross Settlement Amount, \$60,333.33) and litigation costs to Class Counsel (not to exceed \$22,000) (“Class Counsel’s Fees and Costs”); (d) the amount of \$15,000.00 allocated toward civil penalties under the PAGA (the “PAGA Allocation”), of which the LWDA will be paid 75% (i.e. \$11,250.00 (“PAGA Penalty Payment”) and the remaining 25% (i.e. \$3,750.00) will be distributed to PAGA Employees (the “PAGA Settlement Payments”); and (e) payment to the Settlement Administrator for settlement administration services (estimated to be no more than \$6,500) (“Administrative Expenses”).

The “Net Settlement Amount” will be calculated by deducting from the Gross Settlement Amount the Class Counsel’s Fees and Costs, the Service Payments to Plaintiffs, the PAGA Penalty Payment, and the Administrative Expenses. Settlement Class Payments and PAGA Settlement Payments (defined below) will be paid from the Net Settlement Amount.

Class Members who do not timely and properly request to be excluded from the Settlement (the “Settlement Class Members”) will receive a pro-rata share of the Net Settlement Amount, less the PAGA Settlement Payments totaling \$3,750.00, based upon the total number of workweeks employed by the Settlement Class Member during the Class Period (the “Settlement Class Payment”). The portion of the Net Settlement Amount paid to a Settlement Class Member = Net Settlement Amount (minus \$3,750.00 set aside for all PAGA Settlement Payment) × (the work weeks worked by a Settlement Class Member ÷ the work weeks worked by all Settlement Class Members).

PAGA Employees will receive a pro-rata share of the \$3,750.00 from the PAGA Settlement allocated to PAGA Employees (the “PAGA Settlement Payment”) based upon the total number of pay periods worked by each PAGA Employee during the PAGA Period, regardless of whether they request exclusion from the Settlement. The portion of the PAGA Settlement Payment paid to a PAGA Employee = \$3,750.00 × the pay periods worked by a PAGA Employee (during the PAGA Period) ÷ the pay periods worked by all PAGA Employees (during the PAGA Period).

The total payment to an individual, including their Settlement Class Payment and PAGA Settlement Payment, is their “Individual Settlement Payment”. Your estimated Individual Settlement Payment is <<**Estimated Payment**>>, which includes your payment from the Class settlement in the estimated amount of <<**Estimated Individual Settlement Class Payment**>> and your payment from the PAGA settlement in the estimated amount of <<**Estimated Individual PAGA Settlement Payment**>>. This is just an estimate. Your final share will be determined by the Settlement Administrator.

The above estimates are based on Defendant's records showing you worked _____ Workweeks during the Class Period and worked ____ Pay Periods during the PAGA Period. If you believe the number of Workweeks during the You may seek to dispute the number of your workweeks. Such challenges must: (i) be in writing; (ii) state your full name; (iii) include a statement that you are seeking to challenge your estimated Individual Settlement Payment set forth in this Class Notice; (iv) state the number of work weeks you believe you have worked during the Class Period; and (v) be mailed to the Settlement Administrator with a postmark date on or before <<RESPONSE DEADLINE>> (the "Response Deadline") at:

You must produce documentary evidence supporting your contention. Defendant's records will be presumed correct unless you prove otherwise by credible evidence. The Settlement Administrator will evaluate the evidence submitted and make a recommendation to the Parties. If the Parties disagree with the recommendation, the dispute will be submitted by the Parties to the Court for final resolution.

For tax reporting purposes, the payments to Class Members will be allocated 20% as wages, 40% as penalties and 40% as interest. All PAGA Settlement Payments will be allocated as 100% penalties. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the Individual Settlement Payments. The portion of the Individual Settlement Payments allocated as civil penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC if required by governing tax laws. Any taxes owed on that other miscellaneous income will be the responsibility of Class Members receiving those payments. The employer's share of any payroll taxes will be separately paid by Defendant.

All checks for Individual Settlement Payments paid to Class Members will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not claimed or negotiated by a Class Member within that time. Any Individual Settlement Payment that is not claimed or negotiated by a Class Member within one hundred eighty (180) days of issuance shall be transmitted to the California State Controller's Office to be held as unclaimed property in the name of each check recipient who is the payee of the check. In such event, the Settlement Class Members and PAGA Employees shall nevertheless remain bound by the Settlement.

The "Effective Date" of the Settlement will be the last to occur of the following: (a) the sixty-first (61st) day after service of notice of entry of the court order granting final approval of the settlement; or (b) if an appeal, review or writ is sought from the order, the day after the order is affirmed or the appeal, review or writ is dismissed or denied, and the order is no longer subject to further judicial review. Upon final approval, Defendant will fund the settlement account in two equal installments. The first installment in the amount of \$90,500 will be distributed by Defendant no later than twelve (12) months from November 18, 2023 or five (5) days after the Effective Date, whichever date is later ("First Installment"). The second installment in the amount of \$90,500 will be distributed by Defendant no later than six (6) months from the date of the first installment payment receipt ("Second Installment"). The Administrator shall mail checks in the amount of one half (50%) of Individual Class Payments and one half (50%) of Individual PAGA Settlement Payments from the First Installment no later than fourteen (14) calendar days after Defendant funds the First Installment. The Administrator shall mail checks in the amount of the remaining other half (50%) of Individual Class Payments and one half (50%) of PAGA Payments from the Second Installment no later than fourteen (14) calendar days after Defendant funds the Second Installment.

PLEASE BE PATIENT AND UPDATE THE SETTLEMENT ADMINISTRATOR WITH YOUR NEW ADDRESS IF YOU MOVE AFTER RECEIVING THIS NOTICE OR YOU RECEIVED THIS NOTICE AS FORWARDED MAIL.

None of the Parties or their attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

What claims are being released by the proposed Settlement?

Released Class Claims. Those Class Members who do not submit a timely and valid Request for Exclusion Form to the Settlement Administrator (i.e. Settlement Class Members), and their successors, assigns, and/or agents, upon full payment of Gross Settlement Amount, shall fully and finally release and discharge Defendant and each

of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of its respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them (“Released Parties”) from the Class Released Claims.

The Class Released Claims are defined as any and all claims, debts, liabilities, demands, actions, or causes of action pleaded or asserted in the First Amended Complaint in the Action, or that could have been pleaded or asserted based on the facts alleged in the First Amended Complaint, including but not limited to state and/or federal wage and hour claims (including all claims under the California Labor Code and Industrial Welfare Commission Wage Orders), failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties at the proper rate of pay; payment for all hours worked, including off-the-clock work; wages related to alleged illegal rounding; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to maintain accurate records, including payroll records; unfair business practices; declaratory relief; interest; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys’ fees and costs, withholding from wages. The Class Released Claims also expressly include all claims arising under the California Labor Code (including but not limited to Labor Code §§ 200-204, 210, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2802); penalties under the Private Attorneys General Act sections 2698, *et seq.*; violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); the Wage Orders of the California Industrial Welfare Commission. This release excludes the release of claims not permitted by law.

Release PAGA Claims. In addition, upon full payment of Gross Settlement Amount, Plaintiffs, the LWDA, and each and all PAGA Employees, on behalf of themselves and their heirs, successors, assigns, and/or agents, and each of them, will be deemed to have fully and finally released and discharged the Released Parties, and each of them, of any and all causes of action for civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004 (California Labor Code § 2698, *et seq.*) that were alleged in the Action based on the facts and allegations pleaded in the Complaint and/or the LWDA notice letter attached hereto as “**Exhibit A,**” including all claims for civil penalties based upon or arising out of any Defendant’s alleged failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties at the proper rate of pay; payment for all hours worked, including off-the-clock work; wages related to alleged illegal rounding; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to maintain accurate records, including payroll records; unfair business practices; declaratory relief; interest; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and claims for civil penalties arising under or based upon alleged violations of California Labor Code Sections 200-204, 210, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2802, 2698 *et seq.*, 2699 *et seq.*, and/or those arising under applicable Industrial Welfare Commission Wage Orders. The time frame of the Released PAGA Claims shall be the PAGA Period.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class and receiving settlement monies to resolve your class claims, you consent to the release of the Class Released Claims as described above. If you are a PAGA Employee, you will automatically be included and issued your PAGA Settlement Payment. This means you will release the PAGA Released Claims.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified

deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Objecting to the Settlement: If you are a Class Member, and you do not request exclusion from the settlement, you may object to the settlement before final approval of the settlement by the Court by submitting a written objection or presenting your objection at the Final Approval Hearing.

To assert an objection to the Settlement, a Settlement Class Member must submit an Objection Form to the Settlement Administrator by first class U.S. mail at the address specified on the Notice in the Objection Form not later than _____. If you choose not to submit a written objection using the Objection Form, the written objection must include: (1) your full name, address, and last four digits of your Social Security number; (2) the factual and legal basis, with supporting documents, if any, on which the objection is based; (3) your signature; (4) the case and number (*Rodriguez, et al. v. Roy Miller Painting, Inc.*, Orange County Superior Court Case No. 30-2023-01314830-CU-OE- CXC); (5) whether the objector is represented by an attorney and providing the contact information of any such attorney; (6) whether the objector plans to appear at the Final Approval Hearing; and (7) be postmarked on or before <<RESPONSE DEADLINE>> and submitted to the Settlement Administrator at the address listed above. Any Class Member who fails to timely submit their written objections in the manner specified above may still appear and object at the Final Approval Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

Regardless of the form, an objection, alone will not satisfy the requirement that a Class Member must formally intervene and become a party of record in the action to appeal a Judgment entered following an Order finally approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION B. Request to Be Excluded from the Class and Receive No Money from the Class Action Portion of the Settlement (PAGA Employees Still Will Receive Their Share of the PAGA Employee Payment). You may not seek exclusion from the PAGA portion of this Settlement. However, if you do not want to be part of the Class Settlement, you must complete and return the included Request for Exclusion Form to the Settlement Administrator. In order to be valid, your Request for Exclusion form must be signed, dated, and include the last four digits of your social security number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement).

The Request for Exclusion Form (to remove you from the Class Settlement) must be postmarked on or before <<RESPONSE DEADLINE>>. If you do not submit a Request for Exclusion form on time (as evidenced by the postmark), your request to be excluded from the Settlement will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a Request for Exclusion Form by the deadline to request exclusion, you will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims), and will not have any right to object to, appeal, or comment on the Class Settlement. PAGA Employees will still be issued a PAGA Settlement Payment and be bound by the Released PAGA Claims, irrespective of whether they submit a Request for Exclusion Form.

IMPORTANT: DO NOT SUBMIT A REQUEST FOR EXCLUSION FORM IF YOU WISH TO BE INCLUDED IN THE CLASS SETTLEMENT AND RECEIVE YOUR SHARE OF THE MONEY AVAILABLE TO YOU AS PART OF THE SETTLEMENT.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing on <<FINAL APPROVAL HEARING DATE & TIME>>, in Department CX104 of the Orange County Superior Court, 751 W. Santa Ana Boulevard, Santa Ana, California 92701. As described above, If you wish to attend the Final Approval Hearing remotely, you can do it through the court's online check-in process available through the court's website at <https://www.occourts.org/media-relations/civil.html>. If you wish to attend the Final Approval Hearing in person, you can attend it at Orange County Superior Court, 751 W. Santa Ana Boulevard, Santa Ana, California 92701. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment, the First Amended Complaint, the notice letter to the LWDA, the Settlement Agreement, and this Notice will be

posted on a website by the Settlement Administrator for a period of at least 180 days following the entry of that Order in the Court record. That website is: <<**website**>>.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Lilit Tunyan

ltunyan@tunyanlaw.com

Artur Tunyan

atunyan@tunyanlaw.com

TUNYAN LAW, APC

535 N. Brand Blvd., Suite 285

Glendale, California 91203

Telephone: (323) 410-5050

Defendant's Counsel

Greg S. Labate

glabate@sheppardmullin.com

Lauren J. Blaes

lblaes@sheppardmullin.com

**SHEPPARD, MULLIN, RICHTER
& HAMPTON LLP**

650 Town Center Drive, 10th Floor

Costa Mesa, California 92626-1993

Telephone: 714-513-5100

Facsimile: 714-513-5130

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class and PAGA Representative Action Settlement attached to the Declaration of Lilit Tunyan in Support of Plaintiffs' Motion for Preliminary Approval. The Joint Stipulation of Class and PAGA Representative Action Settlement and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the Orange County Superior Court. You may also view documents filed in this case on the Court's website at: <https://ocjustice.occourts.org/civilwebShoppingNS/Search.do#searchAnchor>. You may need the case number to access and view case documents (30-2023-01314830-CU-OE- CXC). NOTE: If you choose to access documents online, the Court will charge you a fee for access.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

Exhibit “2”

REQUEST FOR EXCLUSION FORM

Superior Court of California for the County of Orange
Rodriguez, et al. v. Roy Miller Painting, Inc., Case No. 30-2023-01314830-CU-OE-CXC

If you want to receive a Class Settlement Payment, you should not fill out this form. You are not required to do anything at this time. This form is to be used only if you want to exclude yourself from the Settlement.

If you decide to exclude yourself from the Settlement: (1) you will not receive any payment under the Settlement (except as to the PAGA Claim, if applicable); (2) you will not be able to object to the Settlement; and (3) you will not be bound by the class settlement or the class release if it is ultimately approved by the Court.

To be excluded from the Settlement, you must complete this Request for Exclusion Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than **[Response Deadline--60 days following the date of mailing].**

**[INSERT NAME OF SETTLEMENT
ADMINISTRATOR]
[INSERT INFO]**

Request for Exclusion

I hereby certify that I am or was employed by Defendant as a non-exempt, hourly employee in California for some period of time between March 20, 2019 and May 1, 2023.

I have received the Notice of Class Action Settlement ("Notice") in the Action, and I request to be excluded from the Settlement. I understand that by submitting this Request for Exclusion Form, I will not be bound by the class settlement, including the Released Class Claims, as described in the Notice and in the Settlement Agreement on file with the Court, and I will not receive a payment from the class settlement. I understand that I cannot exclude myself from the PAGA Settlement Payment and that I will still receive a pro-rata share of the PAGA Settlement Amount and will be bound by the Released PAGA Claims regardless of whether I exclude myself from the Class Settlement Payment.

Full Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

Last four digits of your SSN: _____

Signature of Class Member (or Legal Representative): _____

Date: _____

Exhibit “3”

OBJECTION FORM

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

If you do not wish to object to the Class Settlement, you should NOT fill out this form. You do not need to take any action.

If you wish to object to the Class Settlement, you must state all factual and legal bases for your objection (space is provided below for doing so), attach any documents you are relying on for your objection, indicate whether you are represented by counsel and, if so, provide their contact information, indicate whether you plan to appear at the Final Approval Hearing, write your name, address, and last four digits of your Social Security number, sign on the following page, and return this form by mail or delivery to the Settlement Administrator, at the following mailing address, postmarked or delivered on or before

[RESPONSE DEADLINE--60 days following the date of mailing].

TBD

[INSERT MAILING ADDRESS]

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

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of
6 18 and not a party to the within action; my business address is 535 N. Brand Blvd., Suite 285,
7 Glendale, California 91203.

8 On the date indicated below, I served the document described as: **[PROPOSED] ORDER**
9 **GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE**
10 **ACTION SETTLEMENT** on the interested parties in this action by sending a true copy thereof
11 to interested parties as follows and as stated on the attached service list:

12 Greg S. Labate
13 glabate@sheppardmullin.com
14 Molly Brooks
15 MBrooks@sheppardmullin.com
16 Lauren J. Blaes
17 lblaes@sheppardmullin.com
18 Seana Pierce
19 SPierce@sheppardmullin.com

20 **Sheppard, Mullin, Richter & Hampton, LLP**
21 650 Town Center Drive, 10th Floor
22 Costa Mesa, California 92626-1993
23 Telephone: 714-513-5100
24 Facsimile: 714-513-5130

25 ***Attorneys for Defendant Roy Miller Painting, Inc.***

26 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale,
27 California, by e-mail delivery on the parties listed herein at their most recent known e-
28 mail address or e-mail of record in this action.

[✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic
service, I caused the documents to be sent to the persons at the electronic service addresses
listed above via electronic mail. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the above is
true and correct.

Executed on January 26, 2024 at Glendale, California.

Lilit Tunyan

Name



Signature