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11 Attorneys for Plaintiff
TANYA PEREZ
12

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF RIVERSIDE**

15 TANYA PEREZ, individually, and on behalf of
16 others similarly situated,

17 Plaintiff,

18 vs.

19 COMMERCIAL LIGHTING INDUSTRIES,
20 INC., a California corporation; and DOES 1
through 50, inclusive,

21 Defendants.
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Case No.: CVRI2301807

*Assigned for all purposes to the Honorable
Harold W. Hopp, Dept. 1*

NOTICE OF ENTRY OF ORDER

Complaint Filed: April 10, 2023

FAC Filed: June 7, 2023

Trial Date: Not set

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

2 **PLEASE TAKE NOTICE** that on August 23, 2024, the Court in the above-entitled action
3 entered a order granting preliminary approval of the Parties' Joint Stipulation of Class Action and
4 PAGA Settlement. A true and correct copy of the order entered by the Court on August 23, 2024 is
5 attached hereto as Exhibit 1.

6
7 Dated: August 26, 2024

PARKER & MINNE, LLP

8
9 By:



S. Emi Minne

Attorneys for Plaintiff

EXHIBIT 1

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Attorneys for Plaintiff
TANYA PEREZ

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

TANYA PEREZ, individually, and on behalf of
others similarly situated,

Plaintiff,

vs.

COMMERCIAL LIGHTING INDUSTRIES,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CVRI2301807

*Assigned for all purposes to the Honorable
Harold W. Hopp, Dept. 1*

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

Date: August 15, 2024

Time: 8:30 a.m.

Dept.: 1

Reservation ID: 496115880161

Complaint Filed: April 10, 2023

FAC Filed: June 7, 2023

Trial Date: Not set

~~PROPOSED~~ ORDER

Plaintiff Tanya Perez’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) came regularly for hearing on August 15, 2024, in Department 1 of the above-entitled Court, the Honorable Harold W. Hopp presiding. The Court, having considered Plaintiff’s Motion, memorandum of points and authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement and the Stipulation to Amend Joint Stipulation of Class Action and PAGA Settlement attached as Exhibit 2 to the Supplemental Declaration of S. Emi Minne in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (collectively, “Agreement”). The Court finds that the Agreement to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a final fairness hearing. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

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

3. The Court preliminarily finds that the Agreement, including the allocations for the Class Counsel’s Fees and Costs, Class Representative Enhancement Payment, Settlement Administration Costs, PAGA Penalties, and payments to the Class Members and PAGA Members provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Agreement and preliminarily finds that the monetary settlement awards

1 made available to the Class Members and PAGA Members are fair, adequate, and reasonable when
2 balanced against the probable outcome of further litigation relating to certification, liability, and
3 damages issues.

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

13 5. The Court conditionally certifies, for settlement purposes only, the Class, defined as
14 follows:

15 All current and former hourly-paid, non-exempt employees of Defendant Commercial
16 Lighting Industries, Inc. who were employed by Defendant Commercial Lighting
17 Industries, Inc. in the State of California at any time during the period commencing on
18 April 10, 2019, and ending on April 12, 2024.

19 6. For purposes of settlement only, the Court designates Plaintiff Tanya Perez as the Class
20 Representative.

21 7. For purposes of settlement only, the Court designates S. Emi Minne and Jill J. Parker
22 of Parker & Minne, LLP and Benjamin Smith of Smith Law as Class Counsel.

23 8. The Court designates Apex Class Action LLC as the third-party Settlement
24 Administrator.

25 9. The Parties are ordered to implement the Agreement according to the terms of the
26 Agreement.

27 10. Within twenty (20) calendar days of the date of this Order, Defendant shall provide the
28 Administrator with the Class List consisting of the following information for each Class Member: full
name, last known address, last known telephone number, social security number, start and end dates

1 of active employment as a non-exempt employee of Defendant in the State of California, total
2 Workweeks during the Class Period, and total Workweeks during the PAGA Period.

3 11. The Court approves, as to form and content, the Notice of Proposed Class Action
4 Settlement (“Notice”), attached to this Order as **Exhibit A**. The Class Notice shall include an
5 Objection Form and Request for Exclusion Form substantially in form attached to this Order as
6 **Exhibits B through C**. The Settlement Administrator shall provide a declaration, to be filed
7 concurrently with any Motion for Final Approval, authenticating a copy of every Request for
8 Exclusion and every Objection it receives.

9 12. The Court finds that the form of notice to the Class regarding the pendency of the action
10 and of the Agreement, the dates selected for mailing and distribution, and the methods of giving notice
11 to members of the Class, satisfy the requirements of due process, constitute the best notice practicable
12 under the circumstances, and constitute valid, due, and sufficient notice to all members of the Class.
13 The form and method of giving notice complies fully with the requirements of California Code of
14 Civil Procedure § 382, California Civil Code § 1781, California Rules of Court §§ 3.766 and 3.769,
15 the California and United States Constitutions, and other applicable law.

16 13. The Court further approves the procedures for Class Members to opt-out of or object
17 to the Agreement, as set forth in the Notice and the Agreement. The procedures and requirements for
18 filing objections in connection with the Final Approval hearing are intended to ensure the efficient
19 administration of justice and the orderly presentation of any Class Member’s objection to the
20 Agreement, in accordance with the due process rights of all Class Members.

21 14. The Court directs the Administrator to mail the Notice to the members of the Class no
22 later than fourteen (14) calendar days after receiving the Class List from Defendant, in accordance
23 with the terms of the Agreement.

24 15. The Notice shall provide sixty (60) calendar days’ notice for Class Members to submit
25 disputes, Requests for Exclusion, or Objection to the Agreement to the Settlement Administrator.
26 Class Members whose Notices are re-mailed shall have an additional fifteen (15) calendar days to
27 submit disputes, opt-out of, or object to the Agreement.
28

1 16. The hearing on Plaintiff's Motion for Final Approval is scheduled in Department 1 of
2 this Court, located at 4100 Main Street, Riverside, California 92501, on December 6, 2024, at 8:30
3 a.m. Class Counsel must give notice to any objecting party of any continuance of the hearing on the
4 Motion for Final Approval.

5 17. At the Final Approval hearing, the Court will consider: (a) whether the Agreement
6 should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment
7 granting final approval of the Agreement should be entered; and (c) whether Plaintiff's application for
8 the proposed Class Representative Enhancement Payment, Settlement Administration Costs, and
9 Class Counsel's Fees and Costs, should be granted.

10 18. Counsel for the parties shall file memoranda, declarations, or other statements and
11 materials in support of their request for final approval of Plaintiff's application for the Class
12 Representative Enhancement Payment, Settlement Administration Costs, and Class Counsel's Fees
13 and Costs, prior to the hearing on Plaintiff's Motion for Final Approval of Settlement according to the
14 time limits set by the Code of Civil Procedure and the California Rules of Court.

15 19. The Court order the following implementation schedule:

Event	Date
Defendant to provide Class List to the Administrator no later than:	20 calendar days following preliminary approval
Administrator to mail the Class Notice to the Class no later than:	14 calendar days following provision of the Class List
Deadline for Class Members to submit disputes, request exclusion from, or object to the Agreement:	60 calendar days after mailing of the Class Notice

22 20. Pending the Final Approval hearing, all proceedings in this Action, other than
23 proceedings necessary to carry out or enforce the terms and conditions of the Agreement and this
24 Order, are stayed.

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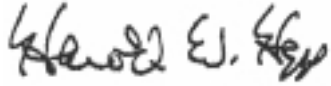
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1 21. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
2 connection with the administration of the Agreement which are not materially inconsistent with either
3 this Order or the terms of the Agreement.

4 **IT IS SO ORDERED.**

5
6 DATED: August 22, 2024

By:



Honorable Harold W. Hopp
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Perez v. Commercial Lighting Industries, Inc.

Riverside County Superior Court, Case No. CVRI2301807

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED BY WHETHER YOU ACT OR DO NOT ACT.**

To:	All current and former hourly-paid employees who are or were employed by Commercial Lighting Industries, Inc. in the State of California at any time from April 10, 2019, through April 12, 2024
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by a former employee of Commercial Lighting Industries, Inc. (“Defendant”) on April 10, 2023 in the Riverside County Superior Court, Case No. CVRI2301807 (“Lawsuit”). The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, the Lawsuit alleges that Defendant failed to provide meal and rest periods and associated premium pay, did not timely pay employees all wages owed upon termination of their employment, did not provide accurate wage statements, failed to reimburse employees for necessary business expenses, and engaged in unfair business practices. The Lawsuit claims that Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to damages, statutory penalties, and restitution. The Lawsuit also seeks to recover civil penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”). Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, Tanya Perez, also known as “Plaintiff”), sue on behalf of people who appear to have similar claims (in this case all current and former hourly-paid employees who are or were employed by Defendant in the State of California at any time from April 10, 2019 through April 12, 2024). All these people are referred to in this Notice as Class Members. In a class action one court resolves the issues for all Class Members in one Lawsuit, except for those who exclude themselves from the Class. The Riverside County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On [Date of Preliminary Approval] the Court granted preliminary approval of the Settlement, appointed Plaintiff Tanya Perez as the Class Representative, and appointed her attorneys at Parker & Minne, LLP and Smith Law as counsel for the Class (“Class Counsel”). At this time the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. A final determination on the fairness, adequacy, and reasonableness of the proposed Settlement will be made by the Court at the Final Approval Hearing at [Insert Final Approval Hearing Time] a.m./p.m. on [Insert Final Approval Hearing Date], in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 9250.

WHO IS PART OF THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a hourly-paid employee in the state of California at any time between April 10, 2019 through April 12, 2024.

WHAT DO I GET FROM THE SETTLEMENT?

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Four Hundred Sixty-Five Thousand Dollars (\$465,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Class Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Class Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third of the Class Settlement Amount or One Hundred Fifty-Five Thousand Dollars (\$155,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Fifteen Thousand Dollars (\$15,000.00);
- C. **Class Representative Enhancement Payment** in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff;
- D. **Settlement Administration Costs** which are currently estimated not to exceed Six Thousand Nine Hundred Ninety Dollars (\$6,990.00); and
- E. **PAGA Penalties** in the amount of Thirty Thousand Dollars (\$30,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$22,500.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$7,500.00) will be distributed to hourly-paid employees of Defendants in the state of California at any time from March 13, 2022, to April 12, 2024 (“PAGA Members”) for the release of their claims arising under PAGA.

Class Members are entitled to receive an Individual Class Payment from the Net Settlement Amount, which is determined on a *pro rata* basis based on the number of weeks each Class Member worked for Defendant as a hourly-paid employee of Defendants from April 10, 2019 through April 12, 2024 (“Workweeks”). Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

PAGA Members are eligible to receive an Individual PAGA Settlement from the 25% portion of the PAGA Penalties allocated towards payment of employees, which is determined on a *pro rata* basis based on the number of weeks each PAGA Member worked for Defendant as a hourly-paid employee of Defendants from March 13, 2022 through April 12, 2024. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). PAGA Members will receive an Individual PAGA Settlement even if they submit a Request for Exclusion.

5. How Much Will I Receive From the Settlement?

According to Defendant’s records, you worked:

workweeks during the Class Period (April 10, 2019 to April 12, 2024); and
 workweeks during the PAGA Period (March 13, 2022 to April 12, 2024).

Based on the number of Workweeks credited to you, your Individual Class Payment is estimated to be \$, and your Individual PAGA Payment (if applicable) is estimated to be \$.

The settlement approval process may take multiple months. Your Individual Class Payment and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Class Payment and/or Individual

PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

Your Individual Class Payment and/or Individual PAGA Payment was determined based on Defendant's record of your employment and are presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by **INSERT RESPONSE DEADLINE**. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Settlement Administrator, after you submit evidence to the Settlement Administrator.

If the Court grants final approval of the Settlement, Individual Class Payments and Individual PAGA Payments will be mailed to 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.**

The Settlement Administrator's contact information is listed below:

Apex Class Action LLC

[Address]

[Telephone No.]

[Fax No.]

[E-mail address]

6. How can I get a payment?

You do not have to do anything to receive payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiff and all Class Members who do not submit a timely request for exclusion shall release the "Released Parties" from the "Released Class Claims" for the Class Period.

The "Released Parties" include Defendant Commercial Lighting Industries, Inc. and its past, present, and future officers, directors, employees, and agents.

The "Released Class Claims" means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the factual allegations and claims asserted in the Lawsuit, including the following claims: (1) Violation of California Labor Code sections 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code sections 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code sections 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code sections 201, 202 and 203 (Final Wages Not Timely Paid); (6) Violation of California Labor Code sections 226(a) (Non-Compliant Wage Statements); (7) Violation of California Labor Code sections 2800 and 2802 (Unreimbursed Business Expenses); and (8) claims for unfair or unlawful business practices under California Business & Professions Code sections 17200 which are predicated on violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802. The Released Class Claims are limited to the period of April 10, 2019 to April 12, 2024.

In addition, Plaintiff and the State of California will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code section 2698,

which Plaintiff and/or the State of California which Plaintiff and/or the State of California had, or may claim to have, against Released Parties, for violations of the California Labor Code that were described in Plaintiff's PAGA Notice to the Labor and Workforce Development Agency and that are alleged in the operative complaint in the Action, including failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, 2800, and 2802. ("Released PAGA Claims.") The Released PAGA Claims is limited to the period of March 13, 2022 to April 12, 2024. PAGA Members will be deemed bound by the judgment entered on the Released PAGA Claims, and shall be precluded from asserting a subsequent claim under PAGA against Defendant for any of the Released PAGA Claims arising during the PAGA Period. However, the release of PAGA claims shall not operate to release any PAGA Members' individual claims for unpaid wages or damages.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

8. How can I not participate in the Settlement?

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because the Request for Exclusion does not apply to the PAGA claim.

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, and telephone number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Perez v. Commercial Lighting Industries, Inc.* I understand that by excluding myself I will not receive money from the class portion of the settlement." You may also use the "Request for Exclusion Form" enclosed with this Notice.

The written request for exclusion must be mailed, emailed, or faxed to the Settlement Administrator at the address listed below, by U.S. mail, facsimile, or e-mail by **[Insert Response Deadline]**. You cannot exclude yourself by phone.

[Administrator Name]

[Address]

[Telephone No].

[Fax No.]

[E-mail address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims. You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendants and/or the Released Parties, regarding the Released Class Claims.

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue **Defendant** and the Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from the Settlement?

No (except if you worked between March 13, 2022 to April 12, 2024, in which case you will still receive your Individual PAGA Payment for Released PAGA Claims). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against and/or the Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PARKER & MINNE, LLP and SMITH LAW as counsel for the Class for Settlement purposes. The firms' contact information is:

PARKER & MINNE, LLP
S. Emi Minne
Jill J. Parker
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

SMITH LAW
Benjamin Smith
8605 Santa Monica Boulevard
West Hollywood, California 90069
Telephone: (818) 839-9700
Facsimile: (818) 824-4975

Class Counsel will ask the Court for attorneys' fees of up to \$155,000.00 and reimbursement of litigation cost/expenses of up to \$15,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail, email, or fax your objection to the Settlement Administrator no later than **[Insert Response Deadline]**. Your objection must include your full name, address, telephone number, and the specific reason for your objection. You may use the "Objection Form" enclosed with this Notice to submit your objection. You may also come to the Final Approval Hearing on **[Insert Response Deadline]** and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and requesting to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at **[Insert Final Approval Hearing Time]** a.m./p.m. on **[Insert Final Approval Hearing Date]**, in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California

92501. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. A copy of the Court's tentative ruling on the Motion for Final Approval may be posted on the Court's website at <https://www.riverside.courts.ca.gov/online-services/tentative-rulings>. Tentative rulings are typically posted by 3:00 p.m. on the court day before the hearing.

16. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at www.settlementadministrator.com.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and/or the Released Parties about the Released Claims, ever again. Your Individual Class Payment and Individual PAGA Payment (if applicable) will be mailed to you and remain valid and negotiable for 180 days. If you do not cash the check for your Individual Class Payment and Individual PAGA Payment (if applicable) within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www.settlementadministrator.com, or by contacting the Settlement Administrator or Class Counsel by phone or email. You may also obtain copies of the Settlement Agreement through the Court's public online portal at <https://epublic-access.riverside.courts.ca.gov/public-portal/>, and searching for Case No. CVRI2301807. If you obtain copies through the Court's public online portal, the Settlement Agreement is attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK OF THE COURT OR THE JUDGE

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

Perez v. Commercial Lighting Industries, Inc.

Riverside County Superior Court, Case No. CVRI2301807

OBJECTION FORM

INSTRUCTIONS: If you wish to tell the Court that you do not like the Settlement or some part of it, you may make an objection by completing, signing and returning this Objection Form. Please state each reason for your objection and any legal support for your objection, and return the completed form to the Administrator via mail, email, or fax at:

Apex Class Action LLC

[Insert Address]

[Insert Fax Number]

[Insert Email Address]

THE DEADLINE TO SUBMIT THIS OBJECTION FORM IS [INSERT RESPONSE DEADLINE].

1. CONTACT INFORMATION

Name: _____

Home Street Address: _____

City, State, Zip Code: _____

Home Telephone Number: (____) _____

2. REASON FOR OBJECTION

Please describe the basis for your objection and any legal support for your objection:

Signed: _____

Dated: _____

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE
Perez v. Commercial Lighting Industries, Inc.
Riverside County Superior Court, Case No. CVRI2301807

REQUEST FOR EXCLUSION FORM

ATTENTION: IF YOU SUBMIT THIS FORM YOU WILL NOT RECEIVE PAYMENT FROM THE CLASS ACTION PORTION OF THE SETTLEMENT. DO NOT USE THIS FORM IF YOU WISH TO PARTICIPATE IN THE PROPOSED CLASS SETTLEMENT.

INSTRUCTIONS: If you do not want to participate in the proposed Class Action Settlement, you may request to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must fully complete, sign, date and return this form to the Administrator via mail, e-mail, or fax at:

Apex Class Action LLC

[Insert Address]

[Insert Fax Number]

[Insert Email Address]

If you were employed between March 13, 2022 to April 12, 2024, you will still receive your share of penalties arising under the California Private Attorneys General Act of 2004 (“PAGA”) claim because the opt-out provision does not apply to this claim. However, you will not receive your share of the Settlement for the Class claims.

THE DEADLINE FOR SUBMITTING THIS FORM IS [RESPONSE DEADLINE]. IF YOU SUBMIT THIS FORM VIA MAIL, IT MUST BE POSTMARKED BY [RESPONSE DEADLINE].

By signing this form, I hereby certify that I wish to be excluded from the proposed Settlement reached in *Perez v. Commercial Lighting Industries, Inc.* I understand that I will NOT receive any money from the proposed Settlement, and cannot object to the proposed Settlement at the Final Approval hearing. I understand that if I wish to pursue any claim I may have, I will be responsible for doing so on my own.

Dated: _____

Signed: _____

Print Name: _____

Address: _____

Home Telephone Number: _____
