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Superior Court of California
County of Los Angeles

05/17/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

WILLIAM GIRON on behalf of himself,
all others similarly situated, and on behalf
of the general public,

Plaintiffs,

v.

ACCENT BUILDING RESTORATION,
INC.; and DOES 1-100,

Defendants.

Case No. 23STCV08941

*[Assigned for All Purposes to the
Hon. Elihu M. Berle; Dept. 6]*

**~~REVISED [PROPOSED]~~ ORDER
GRANTING PLAINTIFF WILLIAM
GIRON'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL APPROVAL
HEARING DATE**

Date: May 10, 2024
Time: 10:00 a.m.

Complaint Filed: April 21, 2023
Trial Date: None Set

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative action (the “Action”). Plaintiff William Giron has applied to this Court for an order
4 preliminarily approving the settlement of the Action in accordance with the Class Action and
5 PAGA Settlement Agreement and Class Notice (the “Agreement”), which together with the exhibit
6 annexed thereto, sets forth the terms and conditions for a proposed settlement and entry of
7 judgment upon the terms and conditions set forth therein. The Court has read and considered the
8 Memorandum of Points and Authorities in support of Plaintiff’s Motion for Preliminary Approval
9 of Class and PAGA Action Settlement, Conditional Certification, Approval of Class Notice,
10 Setting of Final Approval Hearing Date and the declarations submitted therewith. For purposes of
11 this Order, the Court adopts all defined terms as set forth in the Agreement.

12 **II. FINDINGS**

13 After review and consideration of the Agreement and Plaintiff’s motion for preliminary
14 approval and the papers in support thereof, the Court hereby finds and orders as follows:

15 1. The Agreement falls within the range of reasonableness meriting possible final
16 approval.

17 2. The certification of the Class solely for purposes of settlement is appropriate in that:
18 (1) the Class Members are ascertainable and so numerous that joinder of all Class Members is
19 impracticable; (2) there are questions of law and fact common to the Class which predominate
20 over any individual questions; (3) Plaintiff’s claims are typical of the claims of the Class; (4)
21 Plaintiff and his Counsel have fairly and adequately represented and protected the interests of the
22 Class; and (5) a class action, and class-wide resolution of the action via class settlement procedures
23 is superior to other available methods for the fair and efficient adjudication of the controversy.

24 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
25 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
26 light of the factual, legal, practical, and procedural considerations raised by this case.

27 4. Plaintiff does not have any conflicts that would preclude him from serving as Class
28 Representative, and his appointment comports with the requirements of due process.

1 5. Class Counsel does not have any conflicts that would preclude them from acting as
2 Class Counsel, and they meet the requirements for appointment as Class Counsel and the
3 requirements of due process.

4 6. The notice of proposed class action settlement attached as **Exhibit A** hereto
5 complies with due process because the notice of proposed class action settlement is reasonably
6 calculated to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the terms of the
7 proposed Agreement; and (iii) their rights, including the right to either participate in the settlement,
8 exclude themselves from the settlement, or object to the settlement. Plaintiff's proposed plan for
9 class notice and settlement administration is the best notice practicable under the circumstances.

10 **III. ORDER**

11 The Court having considered the papers submitted in support of the motion for preliminary
12 approval, HEREBY ORDERS THE FOLLOWING:

13 1. The Court finds on a preliminary basis that the provisions of the Agreement are
14 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

15 2. The following Class is conditionally certified for purposes of settlement only: "All
16 current and former non-exempt hourly, employees who were employed by ABR in California at
17 any time from April 21, 2019, through November 16, 2023."

18 3. The Agreement provides for the following release as to Participating Class
19 Members,¹ which is hereby approved conditionally: "All Participating Class Members, on behalf
20 of themselves and their respective former and present representatives, agents, attorneys, heirs,
21 administrators, successors and assigns, release Released Parties from (i) all claims that were
22 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the
23 Operative Complaint and ascertained in the course of the Action including, e.g., failure to pay all
24 straight time wages, failure to pay all overtime wages, failure to provide meal periods, failure to
25 authorize and permit rest periods, failure to adopt a compliant sick pay policy, failure to comply
26 with itemized employee wage statement provisions, failure to pay all wages due at the time of

27
28 ¹ A Participating Class Members is a Class Member who does not submit a valid and timely Request
for Exclusion from the Settlement .

1 termination, failure to reimburse/illegal deductions, and violation of the Unfair Competition Law.
2 This release will be for the Class Period. Except as set forth in Section 5.3 of this Agreement,
3 Participating Class Members do not release any other claims, including claims for vested benefits,
4 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
5 insurance, disability, social security, workers' compensation or claims based on facts occurring
6 outside the Class Period." The Class Period is April 21, 2019 through November 16, 2023.

7 4. This settlement also releases claims under the Private Attorneys General Act of
8 2004 ("PAGA"). These claims are asserted on behalf of Aggrieved Employees defined as: "All
9 Class Members who worked for ABR from April 19, 2022, through November 16, 2023."
10 Aggrieved Employees may not request to be excluded from the PAGA portion of the settlement,
11 including the Released PAGA Claims. All Aggrieved Employees will receive a portion of the
12 PAGA Payment.

13 5. The Agreement provides for the following release as to Aggrieved Employees,
14 which is hereby approved conditionally: "All Non-Participating Class Members who are
15 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
16 and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the
17 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
18 been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA
19 Notice and ascertained in the Action including, e.g., failure to pay all straight time wages, failure
20 to pay all overtime wages, failure to provide meal periods, failure to authorize and permit rest
21 periods, failure to adopt a compliant sick pay policy, failure to comply with itemized employee
22 wage statement provisions, failure to pay all wages due at the time of termination, and failure to
23 reimburse/illegal deductions. This release will be for the PAGA Period." The PAGA Period is April
24 19, 2022 to November 16, 2023.

25 6. The settlement appears to be fair, adequate and reasonable to the Class. The
26 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
27 only to any objections that may be raised at the final approval hearing and final approval by this
28 Court.

1 7. Plaintiff William Giron is conditionally approved as the Class Representative for
2 the Class.

3 8. The Court acknowledges the request for an incentive payment of \$15,000 to
4 Plaintiff William Giron for his service as class representative which will be decided at the time of
5 Final Approval.

6 9. Mara Law Firm, PC, and Lawyers for Employee and Consumer Rights are
7 conditionally approved as Class Counsel for the Class.

8 10. The Court acknowledges the request for awards of up to \$266,640 in attorneys' fees
9 and up to \$30,000 in actual costs payable to Class Counsel which will be decided at the time of
10 Final Approval.

11 11. A final approval hearing on the question of whether the settlement, attorneys' fees
12 and costs to Class Counsel, and the Class Representative Service Payment should be finally
13 approved as fair, reasonable and adequate as to Class Members is scheduled in Department 6 on
14 the date and time set forth in the Implementation Schedule below.

15 12. The Court confirms ILYM Group, Inc. as the Settlement Administrator.

16 13. The proposed payment of up to \$15,000 in costs to ILYM Group, Inc. for its
17 services as the Settlement Administrator is conditionally approved.

18 14. The Agreement provides from the Gross Settlement Fund a PAGA Payment of
19 \$50,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25%
20 of which shall be distributable to PAGA Aggrieved Employees).

21 15. The Court approves, as to form and content, the Court Approved Notice of Class
22 Action Settlement and Hearing Date for Final Court Approval in substantially the form attached
23 as **Exhibit A** hereto. The Court approves the procedure for Class Members to participate in, to opt
24 out of, and to object to, the settlement as set forth in the notice.

25 16. The Court directs the mailing of the notice of class action settlement by first class
26 mail to Class Members in English and Spanish languages in accordance with the Implementation
27 Schedule below. The Court finds the dates selected for the mailing and distribution of the notice,
28 as set forth in the Implementation Schedule, meet the requirements of due process and provide the

best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class Data to Settlement Administrator:	June 3, 2024
Deadline for Settlement Administrator to Mail Class Notices to Class Members	June 17, 2024
Deadline for Settlement Administrator to Set Up Settlement Website	June 17, 2024
Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes ("Response Deadline")	August 16, 2024
Deadline for Class Members with Re-Mailed Class Notices to Postmark Requests for Exclusion, Objections, or Disputes (14 Days after Response Deadline)	August 30, 2024
Deadline for Class Counsel to file a Motion for Final Approval	July 17, 0024
Deadline to Provide the Court with the Settlement Administrator's Declaration Outlining Requests for Exclusion, Objections, and Disputes	September 13, 2024
Deadline for the Parties to Respond to Objections, if Any	September 13, 2024
Final Approval Hearing and Final Approval	September 24, 2024, at 10:00 a.m.

IT IS SO ORDERED.

Dated: 5-17, 2024



By Elihu M. Berle
Honorable Elihu M. Berle
Los Angeles Superior Court Judge
Elihu M. Berle / Judge

EXHIBIT A

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

William Giron v. Accent Building Restoration, Inc.
Los Angeles County Superior Court Case No. 23STCV08941

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Accent Building Restoration, Inc. (“ABR”) for alleged wage and hour violations. The Action was filed by a former ABR employee William Giron (“Plaintiff”) and seeks payment of (1) back wages and penalties for a class of non-exempt hourly employees who worked for ABR during the Class Period of April 21, 2019 to November 16, 2023 (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt hourly employees who worked for ABR during the PAGA Period (April 19, 2022 to November 16, 2023) (“Aggrieved Employees”).

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

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

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

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

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

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating

Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against ABR.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against ABR, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against ABR that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is August 16, 2024	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. ABR must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by August 16, 2024	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the September 24, 2024, Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on September 24, 2024, at 10:00 a.m. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by August 16, 2024	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to ABR’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by August 16, 2024. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former ABR employee. The Action accuses ABR of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses; failing to provide meal periods, rest breaks and accurate itemized wage statements; and failing to implement a lawful sick pay/paid time off policy. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:

David Mara, Esq.
dmara@maralawfirm.com
Jill Vecchi, Esq.
jvecchi@maralawfirm.com
MARA LAW FIRM, PC
2650 Camino Del Rio North, Suite 302
San Diego, CA 92109
Telephone: (619) 234-2833

Peter Horton, Esq.
Phorton@lfecr.com
LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS
4100 West Alameda Avenue, Third Floor
Burbank, California 91505
Telephone: (323) 486-5101

(Plaintiff’s attorneys are referred to as “Class Counsel.”)

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

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

So far, the Court has made no determination whether ABR or Plaintiff is correct on the merits. In the meantime, Plaintiff and ABR hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and ABR have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, ABR does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) ABR has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. ABR Will Pay \$800,000 as the Gross Settlement Amount (Gross Settlement). ABR has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, ABR will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$266,640 (33.33 % of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$15,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$15,000 to the Administrator for services administering the Settlement.
 - D. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and ABR are asking the Court to approve an allocation of 40% of each Individual Class Payment to taxable wages (“Wage Portion”) and 60% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (ABR will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than August 16, 2024, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the August 16, 2024 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against ABR.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and ABR have

agreed that, in either case, the Settlement will be void: ABR will not pay any money and Class Members will not release any claims against ABR.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and ABR has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against ABR or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, e.g., failure to pay all straight time wages, failure to pay all overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to adopt a compliant sick pay policy, failure to comply with itemized employee wage statement provisions, failure to pay all wages due at the time of termination, failure to reimburse/illegal deductions, and violation of the Unfair Competition Law. This release will be for the Class Period. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

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

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

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present

representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action including, e.g., failure to pay all straight time wages, failure to pay all overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to adopt a compliant sick pay policy, failure to comply with itemized employee wage statement provisions, failure to pay all wages due at the time of termination, and failure to reimburse/illegal deductions. This release will be for the PAGA Period..

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in ABR's records, are stated in the first page of this Notice. You have until August 16, 2024, to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Giron v. Accent Building Restoration, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by August 16, 2024, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and ABR are asking the Court to approve. No later than July 17, 2024, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website at [INSERT] or the Court's by searching for Case Number "23STCV08941" at: <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is August 16, 2024.** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action *Giron v. Accent Building Restoration, Inc.* and include your name, current address, telephone number and approximate dates of employment for ABR and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on September 24, 2024, at 10:00 a.m. in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything ABR and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the settlement website at [INSERT].

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV08941. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Name of Attorney: David Mara and Jill Vecchi

Email Address: dmara@maralawfirm.com; jvecchi@maralawfirm.com

Name of Firm: MARA LAW FIRM, PC

Mailing Address: 2650 Camino Del Rio North, Suite 302, San Diego, CA 92108

Telephone: (619) 234-2833

Name of Attorney: Peter Horton

Email Address: phorton@lfecr.com

Name of Firm: LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS

Mailing Address: 4100 West Alameda Avenue, Third Floor, Burbank, CA 91505

Telephone: (323) 486-5101

Settlement Administrator:

Name of Company: ILYM Group, Inc.

Email Address: [INSERT]

Mailing Address: [INSERT]

Telephone: [INSERT]

Fax Number: [INSERT]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund at http://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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