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and the Settlement Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MADERA

Christian Gomez, individually and on behalf of all similarly situated individuals,

Plaintiff,

vs.

Michael Taylor Construction, LLC, a California Limited Liability Company; and **Does 1-10**, inclusive;

Defendants.

CASE NO. MCV100436

[Assigned for all purposes to the Hon. Michael Jurkovich, Dept. 44]

CLASS ACTION

[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT PURSUANT TO THE TERMS OF JOINT STIPULATION RE: CLASS ACTION SETTLEMENT

Date: December 14, 2026
Time: 8:30 a.m.
Dept.: 44

Plaintiff's Unopposed Motion for Preliminary Approval of the proposed settlement of this Class and Representative action on the terms set forth in the Joint Stipulation of Settlement and Release of Class and PAGA Action (the "Settlement" or "Stipulation") came on for hearing on December 14, 2026.

Having considered the Settlement, all papers and proceedings held herein, and having reviewed the entire record in this action, Case No. MCV100436, entitled *Christian Gomez v. Michael Taylor Construction, LLC et al.* (the "Action"), and good cause appearing, the Court finds that:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. To the extent defined in the Stipulation, incorporated herein by reference, the terms in this Order shall have the meanings set forth therein.

2. The Court has jurisdiction over the subject matter of this Action, Defendant, and the Settlement Class.

3. The Settlement Class is defined as follows: "*All current and former non-exempt employees who have worked at least one shift for Defendant in California at any time from December 12, 2021 to June 26, 2026.*"

4. The Court has determined that the Settlement Class Notice fully and accurately informs all persons in the Settlement Class of all material elements of the proposed Settlement, constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to all Settlement Class Members. The Settlement Class Notice is attached as **Exhibit A** and incorporated by reference.

5. The Court hereby grants preliminary approval of the Settlement and Stipulation as fair, reasonable, and adequate in all respects to the Settlement Class Members, and orders the parties to consummate the Settlement in accordance with the terms of the Stipulation, including the terms and procedures for Settlement Class Members to object or request exclusion to the Settlement.

6. The plan of distribution as set forth in the Stipulation providing for the distribution of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair, reasonable, and adequate.

7. The Court preliminarily appoints as Class Counsel Navid Barahmand of Barahmand Law Group 23801 Calabasas Road, Suite 2034, Calabasas, California 91302.

8. The Court preliminarily approves the payment of attorneys' fees in the amount of $100,000.00[1] (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be paid from the Maximum Settlement Amount.

9. The Court preliminarily approves the payment of incurred reasonable costs in an amount not to exceed $20,000.00 to Class Counsel, which shall be paid from the Maximum Settlement Amount as defined in the parties' Stipulation.

10. The Court preliminarily approves a payment in the amount of $30,000.00 of the settlement amount to be allocated to PAGA, of which $19,500.00 will be paid to the California Labor & Workforce Development Agency, representing the State of California's portion of civil penalties under PAGA (or 65% of $30,000.00), and $10,500 to the alleged Aggrieved Employees (or 35% of $30,000.00), which shall be paid from the Maximum Settlement Amount.

11. The Court preliminarily approves the payment of incurred reasonable claims administration costs to the Settlement Administrator, in an amount not to exceed $15,000, which shall be paid from the Maximum Settlement Amount.

12. The Court preliminarily approves an enhancement award to the Class Representative, Christian Gomez, in the amount of up to $10,000.00, which amount shall be paid from the Maximum Settlement Amount.

13. This Preliminary Approval Order and the Stipulation, and all papers related thereto, are not, and shall not be construed to be, an admission by Defendant of any liability, claim, or wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or wrongdoing in this Action or in any other proceeding.

14. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated. In such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in

[1] For the avoidance of doubt, any increase to the Maximum Settlement Amount caused the Escalator Provision of the Parties' stipulation shall apply to Class Counsel's fees such that they shall be equal to one-third of the amount of the escalated Maximum Settlement.

accordance with the Stipulation, and each party shall retain his or its rights to proceed with litigation of the Action.

15. The Court orders the following Implementation Schedule[2] for further proceedings:

a.	Deadline for Defendant to submit Settlement Class Member data to the Settlement Administrator	_____ *[5 calendar days after entry of the Court's Order Granting Preliminary Approval].*
b.	Deadline for the Settlement Administrator to mail Notice of the Settlement to the Settlement Class Members	_____ *[5 calendar days following the Settlement Administrator's receipt of Class data]*
c.	Deadline for Settlement Class Members to postmark Requests for Exclusion from the Settlement	_____ *[30 calendar days after the Settlement Administrator mails the Notice]*
d.	Deadline for Settlement Class Members to submit objections to the Settlement	_____ *[30 calendar days after the Settlement Administrator mails the Notice, unless the Settlement Administrator is required to re-mail the notice, in which case the deadline shall be extended by 15 calendar days]*
e.	Settlement Administrator to provide update to Class Counsel regarding Requests for Exclusion, disputed amounts, and claims made for inclusion of the Settlement	_____ *[30 days prior to the deadline for Class Counsel to file its motion in support of the Final Approval Hearing]*
f.	Deadline for Class Counsel to file the Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	_____ *[16 Court days prior to the Final Settlement Approval Hearing]*
g.	**Final Settlement Approval Hearing**	**_____, 2027 at _____ a.m./p.m.**
h.	Settlement Administrator to Provide an Accounting of Funds	_____*[5 calendar days following the Effective Date of the Settlement]*
i.	Deadline for Defendant to deposit the first installment of the Maximum Settlement Amount in the amount of $150,000.00 with the Settlement Administrator.	_____ [*10 calendar days following the Court's entry of the Order Granting Final Approval of the Settlement*]
j.	Deadline for Defendant to deposit	_____ [*6 Months after the first installment payment*

[2] If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall be extended to the next business day, and will be as stated in this Implementation Schedule.

	the second and final installment of the Maximum Settlement Amount in the amount of $150,000.00 with the Settlement Administrator.	*is deposited, but in no event earlier than January 15, 2028*]
k.	Deadline for Settlement Administrator to distribute payments to: (a) the Settlement Administrator; (b) the Labor and Workforce Development Agency; (c) Class Representatives; and (d) Class Counsel, in the amount approved by the Court in the Final Approval. The Settlement Administrator shall also send to Participating Class Members their Individual Settlement Payments	_____ [*5 calendar days following receipt by the Settlement Administrator of the Maximum Settlement Amount*]
l.	Compliance Hearing	_____ [*360 calendar days following Effective Date of the Settlement*]

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

_____

Hon. Michael Jurkovich
Madera County Superior Court Judge

EXHIBIT A

NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Christian Gomez v. Michael Taylor Construction, LLC et al.
Superior Court of the State of California, Madera County
Case No. MCV100436

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice of Class Action Settlement because Michael Taylor Construction, LLC's ("MTC" or "Defendant") records show you are what is called a "Settlement Class Member," and are entitled to a payment from this class action settlement ("Settlement"). Settlement Class Members are all current and former employees of MTC who have worked at least one shift for MTC in California from December 12, 2021 to June 26, 2026.

On December 14, 2026, the Honorable Michael Jurkovich of the Superior Court of California for the County of Madera granted preliminary approval of this Class Action Settlement and ordered that all Settlement Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, should you choose to "opt out") by following the procedures described below, you will be considered a Participating Settlement Class Member. If the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund, which is estimated to be <<estAmount>>. [For PAGA Aggrieved Employees only: You are also a PAGA Aggrieved Employee, and will be mailed a check for you portion of the civil penalties under PAGA allocated in this Settlement**, which is estimated to be <<estAmount>>.**[1]]

IF YOU STILL WORK FOR MTC, PARTICIPATION IN THIS SETTLEMENT WILL NOT AFFECT OR DISRUPT YOUR WORK IN ANY MANNER. YOU WILL NOT BE RETALIATED AGAINST BY DEFENDANT FOR YOUR PARTICIPATION.

California law strictly prohibits retaliation. Defendant is prohibited by law from taking any adverse action against any Settlement Class Member or otherwise targeting, retaliating, or discriminating against

[1] By law, under the Private Attorney Generals Act ("PAGA"), the amount recovered in settlement, after paying for attorney's fees and costs, and costs of administration of settlement, are to be split between the State of California and the PAGA Settlement Members. The State receives 65% of the net settlement amount and the PAGA Settlement Members receive 35% of the net settlement (to be allocated on a pro rata basis). Each PAGA Settlement Member will receive a pro rata share of the PAGA Settlement Members Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement Members ("Individual PAGA Settlement Member Payment"). You worked <<**PayPeriods**>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is <<**PayPeriods**>>. Therefore, your Individual PAGA Settlement Member Payment is **<<CheckAmount>>.**

any Settlement Class Member because of the Settlement Class Member's participation in or decision not to participate in this Settlement.

You can view the proposed Final Approval Order, Final Judgment, and payment schedule at www._____.

What Is This Case About?

Christian Gomez is a former employee of Michael Taylor Construction, LLC ("MTC" or "Defendant"). Mr. Gomez is the "Plaintiff" in this case and is suing Defendant on behalf of himself and all individuals similarly situated. Plaintiff sued Defendant, alleging it: (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to authorize meal periods or premium pay in lieu thereof; (4) failed to provide rest periods or premium pay in lieu thereof; (5) failed to provide and maintain accurate records; (6) failed to pay wages when due; (7) failed to reimburse necessary business expenses; (8) civil penalties under the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"); and (9) engaged in Unlawful Business Practices, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

Defendant denies the allegations or wrongdoing alleged by Plaintiff this case, and denies that any of its practices at issue in this lawsuit were or are unlawful. Defendant asserts that the Plaintiff and Settlement Class Members were properly compensated at all times during the Class Period. Defendant further asserts that MTC has and had during the Class Period lawful wage-and-hour policies, practices, and procedures, including legally compliant timekeeping policies.

Plaintiff entered into settlement discussions with Defendant in an attempt to resolve the disputed claims in this case. On September 28, 2026, the Parties negotiated a settlement on behalf of themselves and the Settlement Class Members. The Parties' agreement has been documented in a Joint Stipulation of Settlement and Release of Class and PAGA Action ("Joint Stipulation").

The Court has preliminarily approved the Joint Stipulation. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing. The Final Fairness and Approval Hearing ("Hearing") on the adequacy, reasonableness, and fairness of the Settlement will be held at _____ on _____, in Department 44 of the Superior Court of California for the County of Madera.

Attorneys for Plaintiff and the Class Members ("Class Counsel") are:

Navid Barahmand
BARAHMAND LAW GROUP
(818) 574-3355
23801 Calabasas Road, Suite 2034
Calabasas, California 91302

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and the Settlement Class Members for $300,000.00 ("Gross Settlement Amount").

The Gross Settlement Amount includes: (1) Individual Settlement Payments to Participating Class Members; (2) a $10,000 service payment to the Representative Plaintiff for his time and effort in pursuing this case and in exchange for a general release of claims against Defendant, subject to Court approval; (3) Settlement Administration Costs; (4) $19,500 to the California Labor & Workforce Development Agency, representing the State of California's portion of civil penalties under PAGA (or 65% of the $30,000 allocated to PAGA penalties); (5) $10,500 to alleged PAGA Aggrieved Employees (or 35% of the $30,000 allocated to PAGA penalties); and (6) subject to Court approval of an application for fees and costs, an award of up to $100,000.00 in attorneys' fees and up to $20,000 in litigation costs to Class Counsel.

After deducting the service payment to Plaintiff, the Settlement Administration Costs, the portion of the PAGA payment to be paid to the California Labor and Workforce Development Agency, payments to PAGA Aggrieved Employees, and attorneys' fees and costs/expenses, a total of approximately [$_____] will be available to Class Members who do not opt out of the Settlement ("Net Settlement Amount"). Employer-side payroll taxes will be paid by MTC *outside* of the Gross Settlement Amount.

Plan of Distribution to Settlement Class Members and PAGA Aggrieved Employees

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount by allocating seventy (70%) of the Net Settlement Amount to Participating Class Members identified by Defendant as not having executed arbitration agreements and thirty percent (30%) of the Net Settlement Amount to Participating Class Members identified by Defendant as having executed arbitration agreements. Individual PAGA Payments will be separately calculated and apportioned from the portion of the PAGA amount intended for PAGA Aggrieved Employees.

Specific calculations of Individual Settlement Payments will be made as follows:

a. The Settlement Administrator will calculate the number of Workweeks per Participating Class Member during the Class Period based on records in Defendant's possession, custody or control.[2] Workweeks are determined by identifying each week an employee actually worked based on Defendant's timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement.

b. Participating Class Member's Workweeks shall be divided by the total Workweeks, resulting in that Participating Class Member's Payment Ratio.

c. Each Participating Class Member's Payment Ratio shall then be multiplied by the Net Settlement Amount to determine the Participating Class Member's Individual Settlement Payment.

[2] Defendant's Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendant. The Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

d. The Settlement Administrator will calculate the total number of pay periods in the PAGA Period and will divide each Aggrieved Employee's individual number of eligible pay periods in the PAGA Period to determine their pro rata portion of the portion of the PAGA Payment allocated to each Aggrieved Employees. An Aggrieved Employee who worked only one day during the PAGA Period will be credited with having worked one pay period for purposes of the Settlement.

e. According to Defendant's records, you worked ____ Workweeks during the Class Period. Accordingly, your estimated payment is approximately $_____.

If you believe the information provided above regarding the number of Workweeks attributed to you during the Class Period is incorrect and you wish to dispute it, please submit the Challenge Form attached to your Share Form to the Settlement Administrator at *Christian Gomez v. Michael Taylor Construction, LLC. et al.* Settlement Administrator, c/o _____ no later than 45 days after the date this Notice of Class Action Settlement was mailed to you.[3]

If you dispute the information stated above, the information provided to the Settlement Administrator will control unless you are able to provide documentation that establishes otherwise. Any disputes, along with supporting documentation ("Disputes"), must be postmarked no later than _____. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

Class Member Tax Matters

IRS Forms W-2 and 1099-MISC will be distributed to participating Settlement Class Members and Aggrieved Employees, and the appropriate taxing authorities reflecting the payments Settlement Class Members and Aggrieved Employees receive under the Settlement. Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, one-third (1/3) of each Individual Settlement Payment will be allocated to alleged unpaid wages and one-thirds (1/3) will be allocated as alleged unpaid civil penalties and one-third (1/3) will be allocated as interest. All Individual PAGA Payments will be allocated as penalties and will be reported on an IRS Form-1099 by the Settlement Administrator. Again, please consult with a tax advisor regarding the significance of how each Individual Settlement Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Individual Settlement Payment and Individual PAGA

[3] Unless the 45th day falls on a Sunday or federal holiday, in you have until the next day on which the U.S. Postal Service is open.

payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or waived the following claims ("Released Claims") against the Released Parties for the Release Period.

The Released Claims are defined as:

> All claims that were alleged in, or could reasonably have been alleged based on the facts set forth in, the First Amended Class Complaint. The Released Claims shall be released through the Release Period. The Release will only take effect upon the latter of the Effective Date and full funding of the MSA by Defendant.

The Released PAGA Claims include:

> The claim for civil penalties under PAGA asserted in the LWDA letter, or that could have reasonably been alleged based on the factual allegations contained in the PAGA Notice. The Released PAGA Claims shall be released through the PAGA Release Period.
>
> No Aggrieved Employee may opt out of the PAGA Release and will be bound by this Release regardless of whether they cash their Individual PAGA Payment. The Release will only take effect upon the latter of the Effective Date and full funding of the MSA by Defendant.

"Released Parties" means Defendant Michael Taylor Construction, LLC, and its current and former parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors and assigns.

The "Release Period" is the period from December 12, 2021 through June 26, 2026. The "PAGA Release Period" is the period from December 4, 2024 through June 26, 2026.

Option 2 – *Opt-Out of the Settlement*

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 [date], that you wish to op-out.

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written "Request for Exclusion from The Class Action Settlement" letter or card to the Settlement Administrator postmarked no later than _____. Your written request should clearly state your intent to opt out or be excluded. For instance, you could write:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *CHRISTIAN GOMEZ V. MICHAEL TAYLOR CONSTRUCTION, LLC, ET. AL.* LAWSUIT."

The written request for exclusion should also include sufficient information to identify you, including your name, address, telephone number, or last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Christian Gomez et al. v. Michael Taylor Construction, LLC, et. al Settlement Administrator
c/o _____
_____
_____
Telephone: _____

The written request to be excluded from the Settlement must be postmarked to the Settlement Administrator not later than _____ [45 days from mailing]. If you submit a request for exclusion which is not postmarked by _____, your request for exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Settlement Class Member. Therefore, you (1) will **not** receive any payment from the Settlement, with the exception of your pro-rata portion of the Aggrieved Employees' portion of the civil penalties allocated to PAGA[4]; (2) will not be deemed to have released any claims due to this Settlement with the exception of the PAGA cause of action, and (3) will be barred from filing an objection to the Settlement.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Option 3 – *File an Objection to the Settlement*

If you wish to object to the Settlement, you can mail a written objection to the Settlement Administrator. Your objection should provide: your full name, address and telephone number, the last four digits of your Social Security Number, the dates you were employed by MTC in California, and your objections to the Settlement, including each specific reason in support of each objection and any legal support for each objection together with any evidence in support of your objection. Your objection should be mailed to the Settlement Administrator on or before _____. All objections or other correspondence should state the name and number of the case, which is *Christian Gomez et al. v. Michael Taylor Construction, LLC, et. al.,* Madera County Case Number No. MCV100436.

You may also appear at the Final Fairness and Approval Hearing set for _____ at _____, in Department 44 of the Superior Court of California for the County of Madera located at 200 S G St, Madera, CA 93637 and discuss your objections with the Court and the Parties at your own expense.

You may appear at the Hearing regardless of whether you submitted a written objection. You may also retain an attorney to represent you at the Hearing at your own expense.

If you choose **Option 3**, you will still be entitled to the money from the Settlement. You will remain a member of the Settlement Class, and if the Court overrules your objections and approves the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of

[4] By law, Aggrieved Employees cannot opt out of the Settlement with respect to the PAGA claims and will release their claims for civil penalties under PAGA as set forth in the Settlement regardless of whether they cash their Individual PAGA Payment.

the Settlement in the same way as Settlement Class Members who do not object, including being deemed to have released the Released Claims. You cannot both object to the settlement and exclude yourself. You must choose one option only.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Madera, during regular business hours of each court day.

All questions by Settlement Class Members regarding this Notice of Class and PAGA Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

You can view the final approval order and final judgment and payment schedule at www._____.

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.

Challenge Form

Christian Gomez v. Michael Taylor Construction, LLC, et al.
Superior Court of the State of California, Madera County
Case No. MCV100436

For all persons who worked at least one shift as a non-exempt employee of Defendant Michael Taylor Construction, LLC ("Defendant") in the State of California from December 12, 2021 to June 26, 2026 ("Class Period").

Your Estimated Payment

Your total Individual Settlement Payment is currently estimated at $_____. [[Your total Individual PAGA Payment is currently estimated at $_____.]] Your estimated pro-rata share of the Net Settlement Amount, as defined in the accompanying Notice of Proposed Class and PAGA Action Settlement and Hearing Date for Court Approval ("Notice"), may increase depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement. The Net Settlement Amount to be distributed to all Class Members who do not opt-out of the settlement is currently estimated to be $_____.

Your estimated award is based on your pro-rata percentage of the Net Settlement Amount. Your award is calculated based on your Workweeks as a non-exempt employee in California during the Class Period, as a percentage of all of Class Members' Workweeks in California during the Class Period, as adjusted per the allocation method set forth in the Joint Stipulation of Settlement and Release of Class Action and the accompanying Notice. "Workweeks" means the number of weeks actually worked by each Class Member as a non-exempt employee during the Class Period. Workweeks are determined by identifying each week an employee actually worked based on Defendant's timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down. Defendant' records show that during the Class Period, you worked a total of _____ Workweeks. [[Defendant' records show that during the PAGA Period you worked a total of _____ Pay Periods.]] Defendant's records further indicate that you [were / were not] identified as having executed an arbitration agreement for purposes of this Settlement, and your estimated Individual Settlement Payment was calculated using the allocation applicable to that group.

YOU DO NOT NEED TO DO ANYTHING IN ORDER TO RECEIVE MONEY UNDER THE SETTLEMENT.

If you believe the total number of your Workweeks during the Class Period, the total number of Pay Periods during the PAGA Period (listed above), and whether Defendant correctly identified you as having or not having executed an arbitration agreement are accurate, you do not need to take any further action in order to receive your payment(s).

TO CHALLENGE THE NUMBER OF YOUR WORKWEEKS DURING THE CLASS PERIOD , THE NUMBER OF PAY PERIODS DURING THE PAGA PERIOD, OR WHETHER DEFENDANT CORRECTLY IDENTIFIED YOU AS HAVING OR NOT HAVING EXECUTED AN ARBITRATION AGREEMENT FOR PURPOSES OF THIS SETTLEMENT, THE CHALLENGE FORM AND THE CHALLENGE PORTION OF THE FORM BELOW MUST BE SIGNED AND POSTMARKED NO LATER THAN [DATE].

CHALLENGE FORM

Important:

1. You do NOT have to complete this portion of the Challenge Form if the information regarding your Workweeks, Pay Periods, and arbitration agreement status is accurate.

2. If you do submit this form, it is strongly recommended that you keep proof of timely mailing of this form until receipt of your settlement payment.

3. If you change your mailing address, please provide your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

Check the applicable box(es) below ONLY if you wish to challenge (1) the total number of your Workweeks during the Class Period, (2) the total number of your Pay Periods during the PAGA Period, and/or (3) Defendant's determination regarding whether you executed an arbitration agreement for purposes of this Settlement. All fields applicable to your challenge must be completed for your challenge to be accepted.

☐ I wish to challenge the total number of my Workweeks or Pay Periods. I have included a written statement detailing what I believe to be the correct number of weeks or pay periods I was employed as an hourly, non-exempt employee in California during the Class Period or PAGA Period. I have also included information and/or documentary evidence that support my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review Defendant' records and determine the validity of my challenge.

_____
Signature

Name of Class Member _____ **[preprinted]**

Class Member ID Number (from address label): _____ **[preprinted]**

I believe that the correct number of Workweeks I was employed by Defendant as an hourly, non-exempt employee in California during the Class Period is:_____

I believe that the correct number of Pay Periods I was employed by Defendant as an hourly, non-exempt employee in California during the PAGA Period is:_____

The following is a statement of my reasons and documentation to support this number of Workweeks or Pay Periods:

_____

_____

_____

_____

☐ I wish to challenge Defendant's determination regarding whether I executed an arbitration agreement for purposes of this Settlement. I believe Defendant should have identified me as (check one):

☐ Having executed an arbitration agreement.

☐ Not having executed an arbitration agreement.

I have included a written statement explaining why I believe Defendant's determination is incorrect. I have also included information and/or documentary evidence supporting my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review Defendant's records and determine the validity of my challenge.

The following is a statement of the reasons for my challenge and any documentation supporting my position:

_____

_____

_____

_____

[Attach documentation and use separate page(s) as necessary]

Mail to: insert address