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11 Attorneys for Plaintiffs
Eric Montano, Douglas Lukins and the Proposed Class
12

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SAN FRANCISCO**

15 ERIC MONTANO, DOUGLAS LUKINS,
16 individually, and on behalf of other members of
the general public similarly situated and on
17 behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

18 Plaintiffs,
19

20 v.

21 PROJECTION PRESENTATION
TECHNOLOGY, INC., a Virginia corporation;
22 PROJECTION VIDEO SERVICES, INC., a
California corporation, and DOES I through
23 100, inclusive,

24 Defendants.
25
26
27
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Case No.: CGC-23-608843

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

Hearing Information:

Date: December 3, 2025
Time: 10:00 a.m.
Dept.: 304
Judge: Hon. Ethan P. Schulman

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**
2 **PLEASE TAKE NOTICE THAT** on December 3, 2025, at 10:00 a.m., the Motion for
3 Preliminary Approval of Class Action and PAGA Settlement filed by Plaintiff Eric Montano and
4 Plaintiff Douglas Lukins (collectively “Plaintiffs”), on behalf of themselves and a Settlement Class,
5 and not opposed by Defendant Project Presentation Technology, Inc. and Defendant Projection
6 Video Services, Inc. (“Defendants”), came on for hearing in Department 304 of the San Francisco
7 County Superior Court, located at 400 McAllister Street, San Francisco, California, 94102.

8 After full consideration of the evidence, the pleadings and papers filed by the parties
9 in connection therewith, arguments of counsel and all other matters presented to the Court, and
10 good cause having been shown, IT IS HEREBY ORDERED that Plaintiffs’ Motion for
11 Preliminary Approval of Class Action and PAGA Settlement is GRANTED based on the conditions
12 below. NOW, THEREFORE, IT IS HEREBY ORDERED:

13 1. This Order incorporates by reference the definitions in the Settlement Agreement
14 (“Agreement” or “Settlement Agreement”), and all terms defined therein shall have the same
15 meaning in this Order as set forth in the Settlement Agreement.

16 2. The Court recognizes that the parties stipulate and agree to certification of a class
17 for settlement purposes only. For settlement purposes only, the Court conditionally certifies the
18 following settlement class (the “Class Members” or “Class”): “all current and former non-exempt,
19 hourly-paid employees who were employed by Defendants in California at any time during the
20 Class Period”. (SA § 9(d).) The “Class Period” means “the time period from September 5, 2019
21 through May 15, 2025, or, if applicable, the Alternate Class Period End Date or Alternate PAGA
22 Period End Date, pursuant to Paragraph 42.” (SA § 9(f).) Class Members who do not submit a
23 timely and valid Request for Exclusion from the Class Settlement are referred to as the
24 “Settlement Class Members” or “Settlement Class.” (SA § 9(mm).)

25 3. The Court finds, for settlement purposes only, the requirements of California Code
26 of Civil Procedure section 382 are satisfied. The term “Settlement Class Member” means a Class
27 Member who has not requested exclusion from the Settlement.

28 4. Plaintiffs are hereby appointed and designated, for all purposes, as the

representatives of the class, and the following attorneys are hereby appointed and designated as counsel for Plaintiffs and the Class (“Class Counsel”):

Zack I. Domb
Devin Rauchwerger
Eric Y. Hahn
DOMB & RAUCHWERGER LLP
1055 East Colorado Blvd., Fifth Floor
Pasadena, California 91106
Telephone: (213) 537-9225
Email: zack@dombrauchwerger.com
Email: devin@dombrauchwerger.com
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Joanna Ghosh
Selena Matavosian
LAWYERS *for* JUSTICE, PC
450 North Brand Blvd, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021
E-Mail: joanna@calljustice.com
E-Mail: selena@calljustice.com

Class Counsel is authorized to act on behalf of Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance through counsel of such Class Member’s own choosing and at such Class Member’s own expense. Any Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

5. The Court hereby approves on a preliminary basis the Settlement Agreement as appearing on its face to be fair, reasonable, and adequate and to have been the product of serious, informed, and extensive negotiations among Plaintiffs, Defendants, and their respective counsel.

6. A final approval hearing shall be held before this Court on _____ at _____ in Department 304 of the San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, California, 94102, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate and reasonable and

1 should be finally approved by the Court; whether a Judgment, as provided in the Settlement,
2 should be entered herein; whether the plan of allocation contained in the Settlement Agreement
3 should be approved as fair, adequate and reasonable to the Class Members; and to finally approve
4 Attorneys' Fees and Costs, the Enhancement Payments, and the Settlement Administration Costs.
5 The Final Approval hearing may be continued without further notice.

6 7. The Parties shall file a Motion for Final Approval on or before sixteen (16) court
7 days prior to the hearing.

8 8. The Court hereby appoints Phoenix Class Action Administration Solutions as
9 Settlement Administrator and hereby directs the Settlement Administrator to mail or cause to be
10 mailed to Class Members (including the Aggrieved Employees) the Notice by first class mail
11 within fourteen (14) calendar days after the receipt of the Class List from Defendant using the
12 procedures set forth in the Settlement Agreement. Class Members who do not opt out of the
13 settlement will become Settlement Class Members and will automatically receive their Individual
14 Settlement Payment. The Settlement Administrator shall give notice of any continuance to any
15 class member who submitted an objection.

16 9. The Court hereby approves, as to form and content, the Notice of Class Action and
17 PAGA Settlement and Hearing Date ("Class Notice"), Objection Form, and Exclusion Form,
18 attached hereto as "EXHIBIT A," "EXHIBIT B," "EXHIBIT C," respectively (together,
19 "Notice Packet"). The Court finds that the distribution of the Class Notice in substantially the
20 manner and form set forth in the Settlement Agreement and this Order meets the requirements of
21 due process, is the best notice practicable under the circumstances, and shall constitute due and
22 sufficient notice to all persons entitled thereto. Any exclusion or objection forms submitted by a
23 class member shall be submitted to the Settlement Administrator and will not be submitted to the
24 Court. The Settlement Administrator will file a declaration with the Motion for Final Approval
25 that will authenticate a copy of every exclusion or objection form received by the Settlement
26 Administrator. The Settlement Administrator will give notice to any objecting party of any
27 continuance of the hearing on the Motion for final Approval.

28 //

1 10. The Court reserves the right to adjourn or continue the date of the final approval
2 and all dates provided for in the Settlement Agreement without further notice and retains
3 jurisdiction to consider all further applications arising out of or connected with the proposed
4 Settlement.

5
6 **IT IS SO ORDERED.**

7
8 Dated: _____

HON. ETHAN P. SCHULMAN
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

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

Eric Montano v. Projection Presentation Technology, Inc., et al.
San Francisco County Superior Court Case No. CGC-23-608843

***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 payment from an employee class action lawsuit (“Action”) concerning your current or former employment with Projection Video Services, Inc. and Projection Presentation Technology, Inc. (collectively, “Projection”). The Action was filed by former Projection employees, Eric Montano and Douglas Lukins (collectively, “Plaintiffs”), and seeks alleged damages, penalties, and other relief for a class of employees (“Class Members”) who worked for Projection in California during the Class Period (September 5, 2019 through May 15, 2025); and seeks alleged penalties under the California Private Attorneys General Act (“PAGA”) for all employees who worked for Projection in California during the PAGA Period (June 29, 2022 through May 15, 2025) (“Aggrieved Employees”).

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

Based on Projection’s records and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be \$__ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you receive may differ from these estimates.

The above estimates are based on Projection’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 the Class Period or PAGA Period, respectively, 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 do 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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Projection to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Projection.

If you worked for Projection in California during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement. If you

do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. In exchange, as a Participating Class Member, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Projection that are covered by this Settlement.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion Form or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Projection 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.

Projection 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 Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Projection 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 _____	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 Settlement 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. Projection must pay Individual PAGA Payments to all Aggrieved Employees.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. 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 or remotely as may be permitted by the Court’s telephonic or 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 _____	The amount of your Individual Settlement Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and PAGA Period, respectively. The number of workweeks or pay periods you worked during the Class Period and PAGA Period, according to Projection’s records, is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Projection employees. The Action alleges violations of California laws by failing to pay overtime wages, failing to provide compliant meal periods, failing to provide compliant rest periods, failing to pay all minimum wages, failing to timely pay wages during employment and upon termination, non-compliant wage statements, failure to keep requisite payroll records, unreimbursed business expenses, and engaging in unfair business practices. Based on the same claims, Plaintiffs also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action:

Lawyers for Justice P.C.
450 N Brand Blvd, Ste. 900
Glendale, California 91203

Domb & Rauchwerger LLP
1055 East Colorado Blvd., Fifth Floor
Pasadena, California 91106

(“Class Counsel.”)

Projection strongly denies violating any laws or failing to pay any wages and contends the company complied with all applicable laws.

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

So far, the Court has made no determination whether Plaintiffs or Projection are correct on the merits. In the meantime, Plaintiffs and Projection hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive, uncertain, and time-consuming process of

litigation. The negotiations were ultimately successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Projection 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, Projection does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Projection 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, meaning that the court has determined only that there is sufficient information to suggest that the settlement may be fair, reasonable and adequate, but will make a final determination at the hearing on final approval.

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

1. Projection Will Pay \$500,000.00 as the Gross Settlement Amount (Gross Settlement). Projection has agreed to deposit the Gross Settlement, plus an amount sufficient to cover employer side payroll taxes, into an account controlled by the Administrator within thirty (30) days after the Effective Date. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Enhancement Payments, Attorneys’ Fees and Costs, Settlement Administration Costs, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”).
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs 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 \$175,000.00 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 to each Plaintiff as Enhancement Payments for filing the Action, working with Class Counsel and representing the Class. Enhancement Payments will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Settlement Payment and any Individual PAGA Payment.
 - C. Up to \$17,500.00 to the Administrator for services administering the Settlement.
 - D. Up to \$75,000.00 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 Settlement Payments to Participating Class Members based on their Class Period Workweeks. Within thirty-seven (37) days after the Effective Date, the Administrator will mail checks for all Individual Settlement Payments and Individual PAGA Payments.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Projection are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to taxable wages (“Wage Portion”), and 80% as interest, penalties and non-wage damages (collectively the “Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Projection will separately pay employer payroll taxes they owe 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 Settlement Payments on IRS 1099 Forms.

Although Plaintiffs and Projection 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 Settlement Payments/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 Settlement Administrator will transfer the uncashed checks to the California State Controller's Unclaimed Property Fund in your name thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
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 _____, that you wish to opt-out. You may (but are not required to) use the Exclusion Form which is included with this Notice. Whether you use the Exclusion Form or your own form, you must send a written and signed Request for Exclusion by the _____ Response Deadline. To the extent you decide to not use the provided Exclusion Form, your Request for Exclusion should be a letter from you or your representative setting forth your 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 Settlement Payments, but will preserve their rights to personally pursue their individual wage and hour claims against Projection.

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 Projection 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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Projection have agreed that, in either case, the Settlement will be void, and Projection will not pay any money and Class Members will not release any claims against Projection.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (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. Upon the Effective Date and full funding of the Gross Settlement Amount, 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 Projection or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

Specifically, the Participating Class Members will be bound by the following release:

Any and all claims that arose or originated from September 5, 2019 to May 15, 2025, that were asserted against Defendants, or could have been asserted against Defendants and/or the other Released Parties, based on, arising out of, or relating to the facts or allegations set forth, in any of the complaints in the Class Action, including, but not necessarily limited to, all claims alleged against Defendants in the Operative Complaint.

10. PAGA Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to the PAGA Employees, and the PAGA Employees, will be deemed to have released the following claims against Projection:

Any and all claims for civil penalties under the PAGA that arose or originated from June 28, 2022 to May 15, 2025, that were asserted against Defendants, or could have been asserted against Defendants and/or the other Released Parties in the Amended PAGA Notice and Operative Complaint for violations of the California Labor Code, including, inter alia, sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and Industrial Wage Orders (“IWC”) including, inter alia, Wage Order 4-2001 and 12-200 for failure to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all

wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. Each Settlement Class member shall receive a proportionate settlement share. The Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class Period to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks during the Class Period by the Final Workweek Value to yield his or her Individual Settlement Share.
2. Individual PAGA Payments. The Administrator will divide the PAGA Employee Amount (25% of the PAGA Amount, which is \$18,750), by the total number of Workweeks of all PAGA Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiply each PAGA Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.
3. Workweek Challenges. The number of Class Workweeks you worked during the Class Period and the number of Workweeks you worked during the PAGA Period, as recorded in Projection’s records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks 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 Projection’s calculation of Workweeks based on the company’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 challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Projection’s counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision. The Administrator will notify you of the final decision regarding your challenge to the workweek number.

5. HOW WILL I GET PAID?

- A. 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 Settlement Payment and the Individual PAGA Payment.
- B. 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?

You may (but are not required to) use the Exclusion Form which is included with this Notice, which you will need to return to the Administrator. To the extent You decide to not use the provided Exclusion Form, Your Request for Exclusion should be a letter from You or Your representative setting forth Your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Be sure to personally sign your request, identify the Action as *Eric Montano v. Projection Presentation Technology, Inc., et al.*. **The Administrator must be sent your request to be excluded by _____, 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 Plaintiffs and Projection are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs 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 Plaintiffs are requesting as a Enhancement Payments. 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 _____ (url) or the Court's website <https://webapps.sftc.org/ci/CaseInfo.dll?&SessionID=281504358C8A47661E9F16C617C789FA90154CFA>.

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 Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** You may (but are not required to) use the Objection Form included with this Class Notice. 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 as *Eric Montano v. Projection Presentation Technology, Inc., et al.*, San Francisco Superior Court Case No. CGC-23-608843; and include your full name, your current address and phone number; state the specific reason(s) for the objection; identify or include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider; and sign and date 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 do not need to submit a written objection to object to the Settlement at 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 _____ at _____ in Department 304 of the San Francisco County Superior Court, Civic Center Courthouse, located at 400 McAllister Street, San Francisco, CA 94102. 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, Plaintiffs, 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) the hearing. If you wish to attend the hearing remotely, please contact Class Counsel (contact information below) to arrange for a remote appearance. Check the Court's website for the most current information (<https://webapps.sftc.org/ci/CaseInfo.dll?&SessionID=281504358C8A47661E9F16C617C789FA90154CFA>).

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

9. HOW CAN I GET MORE INFORMATION?

The operative version of the Settlement Agreement "Joint Stipulation of Class Action and PAGA Settlement and Release" was filed with the Court with the Declaration of Devin Rauchwerger in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement on _____ as **Exhibit 1**. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix Class Action Administration Solution's website at [\(url\)](#) to view the relevant documents. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the San Francisco County Superior Court website by going to (<https://webapps.sftc.org/ci/CaseInfo.dll?&SessionID=281504358C8A47661E9F16C617C789FA90154CFA>) and entering the Case Number for the Action, Case Number CGC-23-608843. You may also examine the records containing the Settlement Agreement by visiting the Civic Center Courthouse, located at 400 McAllister Street, San Francisco, CA 94102.

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

Class Counsel:

Zack I. Domb, Esq.

Devin E. Rauchwerger, Esq.

Eric Y. Hahn, Esq.

DOMB & RAUCHWERGER LLP

1055 East Colorado Blvd., Fifth Floor

Pasadena, California 91106

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Settlement Administrator:

Phoenix Class Action Administration Solutions

P.O. Box 7208

Orange, California 92863

E-Mail: Notice@phoenixclassaction.com

Telephone: 800-523-5773

Fax Number: 949-209-2503

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.

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.

EXHIBIT B

Eric Montano v. Projection Presentation Technology, Inc., et al.
Superior Court of California, County of San Francisco, Case No. CGC-23-608843

OBJECTION FORM

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

If you wish to object to the Class Settlement, you must state all grounds for your objection accompanied by any legal support (space is provided below for doing so), attach any papers, briefs, or other documents you are relying on for your objection, sign on the following page, and return this form by mail to the Settlement Administrator, at the following mailing address, postmarked on or before **[RESPONSE DEADLINE]**.

[Phoenix Settlement Administrators]
[INSERT MAILING ADDRESS]

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action. If the proposed settlement receives final approval from the Court, the Settlement Administrator will send you a check by U.S. Mail, at the last address the Settlement Administrator has on file for you.

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

[illegible]

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____ ____ ____) ____ ____ ____ ____ ____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

____ _

EXHIBIT C

EXCLUSION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before **[RESPONSE DEADLINE]**, at the following mailing address:

**[Phoenix Settlement Administrators]
[INSERT MAILING ADDRESS]**

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive a payment from the Class Settlement), you should not return this form – you do not need to take any action.

I request to be excluded from the class action settlement in the matter of *Eric Montano v. Projection Presentation Technology, Inc., et al.* By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Class Released Claims, and that I will not receive an Individual Settlement Payment. I also understand that submission of a request for exclusion from the class settlement will not exclude me from the Private Attorney Generals Act (“PAGA”) portion of the settlement and that if I am entitled to receive one, I will still receive an Individual PAGA Payment even if I request exclusion from the class action settlement.

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____) _____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____