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8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
9 COUNTY OF STANISLAUS

10
11 DENISE JACOBS, individually and on behalf of
all others similarly situated,

12 Plaintiff,

13 vs.
14

15 HYDRAULIC CONTROLS, INC.; and DOES
1-100, inclusive,

16 Defendants.
17

Case No.: CV-23-003469

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

Date:

Time: 8:30 am

Dept: 22

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19
20 Plaintiff Denise Jacob's ("Plaintiff") Motion for Preliminary Approval of Class Action and
21 PAGA Settlement ("Motion for Preliminary Approval") came on for hearing on _____, at 8:30
22 a.m. in Department 22 of the above-captioned court. The Court, having fully and carefully reviewed
23 Plaintiff's Motion for Preliminary Approval, the memorandum and declarations in support thereof, and
24 the Settlement Agreement including the proposed Class Notice, hereby makes the following
25 determinations and orders¹:

26
27 ¹ All terms used in this Order Granting Preliminary Approval of Class Action and PAGA Settlement (the "Order")
28 shall have the same meanings given those terms in the Parties' Class Action and PAGA Settlement Agreement and Release
("Settlement Agreement", "Settlement", or "SA"), a copy which is attached as **Exhibit 1** to the Declaration of Vladimir J.
Kozina.

- 1 1. Plaintiff's Motion for Preliminary Approval of Class Action Settlement is GRANTED.
- 2 2. Plaintiff Denise Jacobs, by and through her successor-in-interest Katrina Morganson, is
- 3 preliminarily approved as Class Representative.
- 4 3. Mayall Hurley P.C. is preliminarily approved as Class Counsel.
- 5 4. ILYM Group, Inc. is preliminarily approved as the Settlement Administrator and shall
- 6 administer the Settlement in accordance with the terms set forth in the Settlement Agreement and
- 7 perform the functions set forth therein. The Court also preliminarily approves declared fees and costs
- 8 of administering the Settlement of up to \$5,950.
- 9 5. The Class of employees covered by the Parties' Settlement consists of: (1) all
- 10 individuals who have worked, or who continue to work, for Defendant in California as a non-exempt
- 11 employee who received a safety and/or ESOP incentive bonus during the Class Period; (2) all
- 12 individuals who have worked, or who continue to work, for Defendant in California as a non-exempt
- 13 employee who received any other bonus(es) during the Class Period; and (3) all individuals who have
- 14 worked, or continue to work, for Defendant in California as a non-exempt employee who received any
- 15 additional compensation beyond the base hourly pay that should have been included in their regular
- 16 rate of pay during the Class Period of June 21, 2022, through August 3, 2024.
- 17 6. The aggrieved employees under PAGA consists of: (1) all individuals who have
- 18 worked, or who continue to work, for Defendant in California as a non-exempt employee who
- 19 received a safety and/or ESOP incentive bonus during the PAGA Period, and (2) all individuals who
- 20 have worked, or who continue to work, for Defendant in California as a non-exempt employee who
- 21 received any other bonus(es) during the PAGA Period, and (3) all individuals who have worked, or
- 22 who continue to work, for Defendant in California as a non-exempt employee who received any
- 23 additional compensation beyond the base hourly pay that should have been included in their regular
- 24 rate of pay during the PAGA Period of June 21, 2022 through August 3, 2024.
- 25 7. The Class is estimated to consist of 114 individuals.
- 26 8. The Court grants preliminary approval of the Settlement between Plaintiff and
- 27 Defendant based upon the terms set forth in the Settlement Agreement. The Settlement Agreement
- 28

appears to be fair, adequate, and reasonable, and the Court preliminarily approves the terms of the Settlement Agreement.

9. The Court approves, as to form and content, the Class Notice, in substantially the form attached hereto as **Exhibit 1**. The Court further approves the procedure by which Class Members may opt out of, and object to, the Settlement as set forth in the Settlement Agreement and the Class Notice.

10. The Court directs the mailing of the Class Notice in accordance with the terms of the Settlement Agreement and on the schedule set forth below. The Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth below, 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.

11. Subject to further consideration by the Court at the time of the Final Approval Hearing, the proposed PAGA allocation of \$10,000 and payment to the LWDA is preliminarily approved.

12. Subject to further consideration by the Court at the time of the Final Approval Hearing, the proposed Enhancement Payment of \$10,000 to Plaintiff's personal representative, Katrina Morganson, for her service as Class Representative is preliminarily approved.

13. Subject to further consideration by the Court at the time of the Final Approval Hearing, Class Counsel's request of attorneys' fees in the amount of \$50,000.00 and declared costs of up to \$7,000.00 is preliminarily approved.

14. The Court adopts the following dates and deadlines:

Defendant to provide Class Data to the Settlement Administrator.	Within 15 calendar days of the Court's execution of the Order Granting Preliminary Approval.
Settlement Administrator to mail Class Notice.	Within 30 calendar days of the Court's execution of the Order Granting Preliminary Approval.
Deadline for Class Members to object to, or opt out of, the Settlement.	Within 45 calendar days after Notice mailed
Deadline for Plaintiff to file Motions for Final Approval, Attorneys' Fees, Costs, and Service Payments	Not less than 16 court days before the Final Approval hearing.
Final Approval Hearing.	Not less than 100 days after the date Plaintiff files his motion for preliminary approval.

15. A Final Approval hearing on the question of whether the proposed Settlement,

1 attorneys' fees to Class Counsel, and the Class Representative's Enhancement Payment should be
2 finally approved as fair, reasonable and adequate is scheduled for _____ at
3 _____ in Department 22 of the above-captioned Court. The parties to the Agreement are directed to
4 carry out their obligations under the Settlement Agreement.

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6 Dated: _____

7 _____
8 Judge of the Superior Court
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Exhibit 1

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF STANISLAUS**

**DENISE JACOBS, Individually and on
Behalf of Others Similarly Situated,**

Plaintiff,

vs.

**HYDRAULIC CONTROLS, INC.; and
DOES 1-100, inclusive,**

Defendants.

Case No.: CV-23-003469

**NOTICE OF PENDENCY OF CLASS ACTION,
PRELIMINARY APPROVAL OF SETTLEMENT
AND HEARING FOR FINAL APPROVAL**

**IMPORTANT: THIS LEGAL NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT
CAREFULLY. YOU ARE NOT BEING SUED.**

TO: All individuals who have worked, or who continue to work, for Defendant Hydraulic Controls, Inc. ("Defendant") in California as a non-exempt employee and who received a safety and/or ESOP incentive bonus, and/or other alleged non-discretionary bonus, and/or who did not receive compensation from bonuses in their regular rate of pay during the period of June 21, 2022 through August 3, 2024.

RE: Notice of settlement of a class action lawsuit for alleged wage and hour violations and announcement of a court hearing that you may choose to attend. You are entitled to receive a payment under the terms of this class action settlement.

YOUR OPTIONS UNDER THIS SETTLEMENT:

DO NOTHING	If you do nothing, you will be included as a member of the class, you will be bound by this Settlement, and you will receive a payment.
OBJECT	You may submit a written objection to the Settlement Administrator, ILYM Group, Inc, about why you believe that the Settlement is unfair, and they will forward your concerns to the attorneys representing the Settlement Class Members, and the attorney representing the Defendant which will then be provided to the Court.. Any objection must be received by [REDACTED], 2024. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement.
OBJECT AND GO TO A HEARING	If you submit a written objection about why you believe that the Settlement is unfair, you may also speak to the Court about why you believe that the Settlement is unfair. You or your attorney may also address the Court during the Final Approval Hearing scheduled for _____ in Department ____ of the Stanislaus County Superior Court, located at _____. If the Court approves the Settlement

	despite your objection, you will still be bound by the Settlement.
EXCLUDE YOURSELF	If you wish to be excluded from the Settlement, you must submit a written election not to participate known as an “opt-out” by no later than [REDACTED], 2024. If you opt-out, you will not be bound by the Settlement and will not receive a payment. You will still be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below (your “Individual PAGA Payment”), even if you opt out of the class settlement.

1. WHAT IS THIS LAWSUIT ABOUT?

On June 21, 2023, Plaintiff Denise Jacobs (“Plaintiff”) filed a notice with the California Labor and Workforce Development Agency (“LWDA”), serving a copy of same on Defendant Hydraulic Controls, Inc. (“Defendant”) by certified mail, alleging various wage and hour violations by Defendant, specifically violations of Labor Code sections 201, 202, 204, 226(a)(1), 226(a)(5), 226(a)(9), and 510.

Plaintiff filed a class and representative action on June 23, 2023, entitled *Jacobs v. Hydraulic Controls, Inc., et al.*, Case No. CV-23-003468, in the Superior Court of California for the County of Stanislaus, against Defendant. On August 28, 2023, Plaintiff filed a First Amended Complaint adding claims under the California Private Attorneys General Act of 2004 (“PAGA”). On August 23, 2024, Plaintiff filed a Second Amended Complaint.

Plaintiff is represented by Mayall Hurley P.C., which has been appointed by the Court to act as attorneys for the Class (referred to as “Class Counsel”).

In sum, Plaintiff alleges that Defendants failed to do the following with respect to Plaintiff and other current and former non-exempt employees in California: 1) failed to properly calculate and pay overtime, 2) failed to pay wages due at cessation of employment, 3) failed to furnish accurate itemized wage statements, 4) engaged in unfair business practices based on the foregoing, and 5) representative claims under the California Labor Code Private Attorneys’ General Act based on these allegations as well as a claim for failure to reimburse for business expenses.

Defendant strongly denies liability for all of Plaintiff’s claims and has raised various factual and legal defenses to these claims. Defendant has agreed to the proposed settlement without any admission of wrongdoing.

Since reaching the settlement, Plaintiff has passed away. Her daughter, Katrina Morganson, has been appointed by the Court to substitute on her behalf with respect to the claims in this Action.

The Court has made no determination about the strengths and weaknesses of the claims or contentions of either Plaintiff or Defendant. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims or defenses asserted by either side. There have been ongoing investigations and substantial exchanges of information. As a result of settlement discussions, the Parties reached a class settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

2. WHY DID I RECEIVE THIS NOTICE?

1 The Parties have settled this class action lawsuit. Your employment records indicate that you are a
2 member of the Class. If the Court approves the proposed settlement, your legal rights may be affected. This
3 Notice, which has been approved by the Court, is only a summary. A more detailed document, called the
4 “Class Action and PAGA Settlement Agreement and Release”, containing the complete terms of the
5 settlement, is on file with the Court. If the Court approves the settlement and then any objections and
6 appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described
7 in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available,
8 who is eligible for them and how to get them.

3. **WHO IS COVERED BY THE CLASS ACTION AND PROPOSED SETTLEMENT?**

A. Who are the Class Members?

9 The proposed settlement covers the claims of certain current and former employees of Defendant
10 (referred to as the “Settlement Class Members” and collectively as the “Settlement Class”). The Settlement
11 Class consists of all individuals who have worked, or who continue to work, for Defendant in California as a
12 non-exempt employee and who received a safety and/or ESOP incentive bonus, and/or other alleged non-
discretionary bonus, and/or who did not receive compensation from bonuses in their regular rate of pay
during the period of June 21, 2022 through August 3, 2024. (the “Class Period”).

13 Defendant’s records indicate that you are a member of the Settlement Class. Defendant’s records
14 indicate that you worked for Hydraulic Controls, Inc. from [DATES OF EMPLOYMENT].

15 There are approximately 114 individuals in the Settlement Class.

B. What is the Effect of Membership in the Settlement Class?

17 If you are a member of the Settlement Class defined above, you are automatically a Participating
18 Settlement Class Member unless you opt-out (i.e., exclude yourself from the Settlement by following the
19 procedures set forth in this Notice). If the Settlement is approved by the Court, you are entitled to payment
20 under the Settlement and will be bound by its terms. Individuals who opt-out will not be bound by the
Settlement and will not be eligible to receive a payment. However, you will be bound by the release of the
PAGA claims set forth in the Settlement Agreement whether or not you choose to opt-out of the Settlement.

4. **WHAT ARE THE TERMS OF THE SETTLEMENT?**

22 The proposed Settlement was agreed upon between Defendants and Class Counsel after a mediation
23 with Hon. William C. Pate (Ret.) on June 4, 2024. Class Counsel believes that this Settlement, the terms of
24 which are summarized below, is fair, reasonable, adequate, and in the best interests of the Settlement Class.

A. Overall Summary of the Settlement Terms.

25 Defendants will pay \$150,000.00 to settle the claims of the Settlement Class (referred to as the
26 “Gross Settlement Fund”). The Gross Settlement Fund includes payments to Participating Settlement Class
27 Members and PAGA Settlement Members, the fees and costs of the Settlement Administrator, a required
28 payment to the State of California, the Class Representative Enhancement Payment for her service to the
Class, and Class Counsel’s attorneys’ fees and reasonable costs. The remainder, after deduction of these
payments is known as the “Net Settlement Amount.”

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2 **B. Costs of Claims Administrator.**

3 The Parties have agreed to employ ILYM Group, Inc. to serve as Settlement Administrator. The
4 Settlement Administrator's fees and costs for administering the Settlement, estimated to be no more than
5 \$5,950.00, if approved by the Court, will be paid out of the Maximum Settlement Amount.

6 **C. Class Representative Enhancement Payment.**

7 Plaintiff Denise Jacobs, by and through her personal representative Katrina Morganson, has been
8 preliminarily approved by the Court to serve as Class Representative. As Class Representative, she is
9 entitled to payment for her service to the Class. The Parties have agreed, and the Court has preliminarily
10 approved a payment of \$10,000 to Katrina Morganson for Plaintiff's service to the Class.

11 **D. Class Counsel's Fees and Costs.**

12 Class Counsel are entitled to attorney's fees and costs for representing the Class. Class Counsel will
13 request for attorneys' fees of one-third of the Gross Settlement Fund, or \$50,000.00, and reimbursement of
14 declared litigation costs of up to \$7,000.00. Defendant does not object to the fees and costs sought by Class
15 Counsel. The Court has preliminarily approved payment to Class Counsel in the amount set forth above.

16 **E. Payment to the State of California.**

17 The Settlement allocates \$10,000 of the Gross Settlement Fund to any civil penalties under the
18 Private Attorneys General Act ("PAGA") that could be awarded as a result of the violations alleged. Of that
19 amount, \$7,500 (75% of \$10,000) will be paid to the State of California's Labor and Workforce
20 Development Agency, and the remaining \$2,500 (25% of \$10,000) will be included in the amounts paid to
21 the Class. Defendant does not object to the PAGA allocation.

22 **F. Settlement of Plaintiff's Individual Claims**

23 The Parties have agreed to separately settle Plaintiff's individual claims for wrongful termination and
24 discrimination for a total of \$22,500. This amount was negotiated separately from the Class and PAGA
25 Claims and will be paid separately from the Gross Settlement Fund.

26 **G. What Can I Expect to Receive?**

27 i. Individual Settlement Payment:

28 Each Participating Settlement Class Member will receive a proportionate share of the remaining Net
Settlement Amount equal to: (i) the number of workweeks he or she worked during the Class Period based on
the Class List provided by Defendants, divided by (ii) the total number of workweeks worked by any and all
Participating Settlement Class Members collectively, during the Class Period based on the same Class List,
which is then multiplied by the remaining Net Settlement Amount. Any workweek in which a Settlement
Class Member worked at least one day will be counted as a work week for purposes of this calculation.

ii. Individual PAGA Payment:

Each Settlement Class Member is also a PAGA Settlement Member. All PAGA Settlement Members will receive an Individual PAGA Payment calculated and apportioned from the 25% portion of the PAGA Settlement Amount allocated to PAGA Settlement Members on a pro rata basis depending on the number of “weeks worked” or “workweeks” in which a PAGA Settlement Member performed at least one day of work for Defendants during the PAGA Period.

Defendant’s records indicate that you are a member of the Settlement Class. Its records also indicate that you worked [REDACTED] workweeks during the Class Period and the PAGA Period.

It is estimated that your Individual Settlement Payment will be \$ [REDACTED] and your PAGA Settlement Payment will be \$ [REDACTED]. It will not be possible to know the exact amount of your payment until the Response Deadline has passed and the Settlement Administrator knows the number of Participating Settlement Class Members.

For tax purposes, the Individual PAGA Payments from the PAGA Settlement Amount will be treated as 100% penalties and will be reported on IRS Form 1099. Individual Settlement Payments will be allocated as follows: (i) One-third (33 1/3%) to settlement of wage claims and (ii) Two-thirds (66 2/3%) to settlement of claims for interest and statutory penalties. Nothing in this Notice, or in any of the settlement documents, is intended to provide any tax advice and you understand that Defendant, Defendant’s counsel, Plaintiff, and Class counsel are not giving any tax advice.

5. WHAT AM I GIVING UP IF I DO NOT OPT-OUT OF THE SETTLEMENT?

If the Settlement is approved, Plaintiff Jacobs, and each Participating Settlement Class Member, release and discharge Defendant and each of their past, present, and/or future, direct, and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint ventures (“Released Parties”) from the following claims and liabilities (the “Released Class Claims”):

All claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that are based on the facts and legal theories asserted in the operative complaint of the Action, or which relate to the primary rights asserted in the operative complaint, including without limitation claims for: (1) failure to pay overtime in violation of Labor Code section 510; (2) failure to furnish accurate itemized wage statements in violation of Labor Code section 226(a), (3) failure to pay all wages at cessation of employment in violation of Labor Code sections 201 and 202; and (4) unlawful business practices under Unfair Competition Law including Business and Professions Code sections 17200 *et seq.* The period of the Released Class Claims shall extend to the limits of the Class Period.

In addition, as of the Effective Date, Plaintiff on behalf of herself, the Labor and Workforce Development Agency, and the other PAGA Settlement Members, release Defendant and Released Parties from any and all claims for civil penalties pursuant to PAGA based on the facts and legal theories asserted in the operative complaint of the Action, or which relate to the primary rights asserted in the operative complaint, including without limitation PAGA claims for (1) failure to pay overtime in violation of Labor Code section 510; (2) failure to furnish accurate itemized wage statements in violation of Labor Code section 226(a); (3) failure to pay all wages at cessation of employment in violation of Labor Code sections 201 and

202; and (4) failure to timely pay wages in violation of Labor Code section 204. The period of the Released PAGA Claims shall extend to the limits of the PAGA Period. ("Released PAGA Claims").

If you do NOT exclude yourself by following the procedures set forth in this Notice and the Court approves the proposed Settlement, you will be deemed to have released the aforementioned claims, as appropriate, and will receive a payment. Even if you exclude yourself, you will still be bound by the release of the Released PAGA Claims if the Court approves this settlement.

6. HOW DO I RECEIVE A PAYMENT?

All Settlement Class Members will receive a payment under this Settlement unless they opt out. All Settlement Class Members, because they are also PAGA Settlement Members, will receive a PAGA payment whether or not they opt out. If you are a Settlement Class Member and you move or change your address, and you want to receive your payment at your new address, you must send a notice of your change of address to the Settlement Administrator XXXXXX, ADDRESS, CITY, STATE ZIP, TELEPHONE, EMAIL.

7. WHAT ARE MY RIGHTS AND OPTIONS?

If you are a Settlement Class Member as defined above, you have the following rights and options under the proposed Settlement:

A. Participate in the Settlement, be represented by Class Counsel, and take no action.

If you take no further action, you will be a Participating Settlement Class Member, will be represented by Class Counsel, and will have the right to an Individual Settlement Payment. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement and, as set forth above, will be deemed to have released your claims against Defendant. As a Participating Settlement Class Member, you will not be charged for the services of Class Counsel.

B. Participate in the Settlement but elect to hire your own attorney.

If you do not wish to be represented by Class Counsel, you may hire your own attorney. Your attorney must send a Notice of Appearance to the Settlement Administrator at the address listed below, so that it is received no later than _____, 2024. You will be responsible for any attorneys' fees and costs charged by your attorney.

C. Exclude yourself from the Settlement by opting out.

If you are a Settlement Class Member but do not want to participate in the settlement, you may exclude yourself by opting out. If you choose to opt-out, you will lose any right to participate in the settlement and you will not be eligible to receive an Individual Settlement Payment. You will be free to pursue any claims you may have against Defendant on your own behalf, but Class Counsel will not represent you.

In order to opt-out, you must notify the Settlement Administrator, in writing, at the address listed below. In order to be effective, your opt-out must be postmarked or delivered to the Settlement

1 Administrator no later than [45 days from the mailing of the Class Notice], and must be signed, contain your
2 full name, current home (or mailing address), the last four digits of your Social Security number, and written
affirmation of your desire to optout containing the following or substantially similar language:

3 "I elect to opt out of the *Jacobs v. Hydraulic Controls, Inc.* class action settlement. I understand that
4 by doing so, I will not be able to participate in the settlement and will not receive a share of the
5 settlement."

6 If you do not comply with these procedures, you will lose any opportunity to exclude yourself from
the settlement, you will be a Participating Settlement Class Member, will be represented by Class Counsel,
7 and will receive an Individual Settlement Payment. If the settlement is approved by the Court, you will be
bound by the terms of the settlement and, as set forth above, will be deemed to have released your claims
8 against Defendant.

9 The settlement includes the settlement of the PAGA Released Claims. An employee may not request
exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you
10 request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your
Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for
11 exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

12 13 **D. Object to the terms of the Settlement.**

14 If you are dissatisfied with the terms of the Settlement, you may object to the Settlement. All
15 objections and supporting papers must (a) clearly identify the case name and number (i.e., *Jacobs v.*
Hydraulic Controls Inc., et al., Stanislaus County Superior Court Case No. CV-23-003469), (b) include your
16 full name, address, telephone number, (c) concisely state the grounds for your objection, including the legal
and factual arguments supporting that objection, (d) identify any witness(es) you intend to call to testify at
17 the Final Approval Hearing, (e) provide true and correct copies of any exhibit(s) you intend to offer at the
Final Approval Hearing, (f) indicate whether you are represented by counsel and, if so, identify such
18 counsel, (g) indicate whether you would like to appear at the Final Approval Hearing, and (h) be signed. To
be timely, your objection must be mailed to the Court and the Settlement Administrator, postmarked on or
19 before [45 days following the mailing of the Notice].

20 You also may, but are not required, to appear and present argument at the Final Approval Hearing.
21 Objections not timely postmarked or delivered by [45 days after the mailing of the Notice] may not be
22 considered by the Court. If you file an objection that is not timely, or that does not include the information
specified above, you may have no right to appear and present any argument at the Final Approval Hearing,
23 subject to the discretion of the Court. If you file an objection, Plaintiff and Defendant have the opportunity
to respond in writing to your objection no later than seven (7) calendar days before the Final Approval
24 Hearing.

25 You may be represented by an attorney at the Final Approval Hearing. Any attorney who will
26 represent an individual objecting to the settlement must file a notice of appearance with the Court and serve
counsel for all parties on or before [15 calendar days before the Final Approval Hearing]. All objections or
27 other correspondence must state the name and number of the case – *Jacobs v. Hydraulic Controls Inc., et al.*,
Stanislaus County Superior Court Case No. CV-23-003469.
28

The Court will hold the Final Approval Hearing in the Stanislaus County Courthouse, City Towers Courthouse, 810 10th Street, Modesto, California, 95354 on [REDACTED], 2024, at [TIME]. in Department [REDACTED], to determine whether the settlement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve the fees and costs of the Settlement Administrator, the payment to the State of California, the Class Representative Enhancement Payment, and the fees and costs of Class Counsel. **It is not necessary for you to appear at this hearing to participate in the settlement.** If you want to be heard orally in support of or in opposition to the Settlement, either personally or through counsel, you must comply with the procedures set forth above.

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the Class Action and PAGA Settlement Agreement and Release. The Class Action and PAGA Settlement Agreement and Release, as well as the pleadings and other records in this litigation, including Motion for Preliminary Approval, Motion for Final Approval, and Motion for Attorneys' Fees, Costs and Service Payment, are available by accessing the Court docket in this case through the Court's website at www.stanct.org, or by visiting the Clerk of the Court at any time between 8:15 a.m. and 4:00 p.m., Monday through Friday, excluding Court Holidays, in the Civil Clerk's Office located at 801 10th Street, Fourth Floor, Modesto, California 95354.

<u>Class Counsel</u>
Vladimir J. Kozina, Esq. William J. Gorham, Esq Robert J. Wassermann, Esq. Mayall Hurley P.C. 2453 Grand Canal Blvd. Stockton, CA 95207 Telephone: (209) 477-3833
<u>Claims Administrator</u>
Jacobs v. Hydraulic Controls, Inc., et al. c/o [REDACTED], [REDACTED] ADDRESS CITY, STATE ZIP Telephone: () [REDACTED]

**PLEASE DO NOT WRITE OR TELEPHONE THE COURT FOR INFORMATION ABOUT THE
PROPOSED SETTLEMENT OR THIS LAWSUIT.**

THE COURT HAS APPROVED THIS NOTICE.