

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Kyle R. Nordrehaug (State Bar #205975)

4 Aparajit Bhowmik (State Bar #248066)

5 2255 Calle Clara

6 La Jolla, CA 92037

7 Telephone: (858)551-1223

8 Facsimile: (858) 551-1232

9 Email: kyl@bamlawca.com

10 Attorneys for Plaintiff

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF ORANGE

13 SARAH DULFER, an individual, on behalf of
14 herself and on behalf of all persons similarly
situated,

15 Plaintiff,

16 vs.

17 WEST COAST SELF-STORAGE GROUP,
18 LLC, a Limited Liability Company; and
DOES 1 through 50, inclusive,

19 Defendants.

CASE NO.: **30-2023-01359316-CU-OE-CXC**

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

Hearing Date: October 19, 2026

Hearing Time: 1:30 p.m.

Judge: Hon. David A. Hoffer

Dept.: CX103

Action Filed: November 3, 2023

Trial Date: Not Set

20 This matter, having come before the Honorable David A. Hoffer of the Superior Court of
21 the State of California, in and for the County Orange, on October 19, 2026, for the motion by
22 Plaintiff Sarah Duffer ("Plaintiff") for preliminary approval of the class settlement with Defendant
23 West Coast Self-Storage Group, LLC ("Defendant"). The Court, having considered the briefs,
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25 PRELIMINARY APPROVAL ORDER

1 argument of counsel and all matters presented to the Court and good cause appearing, hereby
2 GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

3 **IT IS HEREBY ORDERED:**

4 1. The Court grants preliminary approval of the Settlement based upon the terms set
5 forth in the Class Action and PAGA Settlement Agreement ("Agreement") attached as Exhibit #1
6 to the Declaration of Kyle Nordrehaug in Support of Plaintiff's Motion for Preliminary Approval
7 of Class Action Settlement [ROA #86]. This is based on the Court's determination that the
8 Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the
9 provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court,
10 rule 3.769. This Order incorporates by reference the definitions in the Agreement, and all terms
11 defined therein shall have the same meaning in this Order as set forth in the Agreement.

12 Capitalized terms herein shall have the definitions set forth in the Agreement.

13 2. The Gross Settlement Amount is Three Hundred Twenty-Five Thousand Dollars
14 (\$325,000). It appears to the Court on a preliminary basis that the Settlement is fair, adequate and
15 reasonable to the Class. It further appears that investigation and research have been conducted
16 such that counsel for the Parties are able to reasonably evaluate their respective positions. It
17 further appears to the Court that settlement at this time will avoid substantial additional costs by
18 all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
19 of the Action. It further appears that the Settlement has been reached as the result of serious and
20 non-collusive, arms-length negotiations after mediation with a respected mediator, tTagore
21 Subramaniam, Esq. The Court therefore preliminarily finds that the Settlement is fair, adequate,
22 and reasonable when balanced against the probable outcome of further litigation and the
23 significant risks relating to certification, liability, and damages issues. The Settlement falls within
24 the range of reasonableness and appears to be presumptively valid, subject only to any objections
25 that may be raised at the Final Approval Hearing and final approval by this Court.

26 3. The Court provisionally appoints Plaintiff as the representative of the Class. The
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,

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1 Victoria B. Rivapalacio, Christine T. LeVu, and Adolfo Sanchez Contreras of Blumenthal
2 Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

3 4. A Final Approval Hearing on the question of whether the Settlement should be
4 finally approved as fair, reasonable and adequate as to all Class Members who do not submit a
5 valid and timely request to exclude themselves from the Settlement is scheduled for March 15,
6 2027 at 1:30 a.m. in Department CX103 of the Orange County Superior Court. Other matters for
7 determination at the Final Approval Hearing shall include whether the Final Approval Order and
8 Judgment should be entered herein; and whether the plan of allocation contained in the Agreement
9 should be approved as fair, adequate and reasonable to the Class Members. The motion for final
10 approval and for attorneys' fees, costs and service awards shall be heard at the Final Approval
11 Hearing and the papers are to be filed with the Court and served on all counsel no later than
12 sixteen (16) court days before the hearing.

13 5. Plaintiffs shall serve this Order on the LWDA.

14 6. For settlement purposes only, the Court conditionally certifies the following Class:
15 "all individuals who are or previously were employed by Defendant who were classified as non-
16 exempt in the State of California at any time during the Class Period." The Class Period is
17 November 3, 2019, through April 26, 2025. There are approximately 172 individuals in the Class.

18 7. The Court hereby appoints Apex Class Action LLC as Administrator. No later than
19 15 calendar days after preliminary approval of the Settlement by the Court, Defendant shall
20 provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator
21 will perform address updates and verifications as necessary prior to the mailing of the Class
22 Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after
23 receiving the Class information spreadsheet, the Administrator will mail the Class Notice Packet
24 to all Class Members via first-class U.S. Mail.

25 8. The Court hereby approves, as to form and content, the Court Approved Notice of
26 Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") attached
27 hereto as Exhibit #1. The Court finds that the Class Notice appears to fully and accurately inform
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1 the Class of all material elements of the proposed Settlement, Class Members' right to be excluded
2 from the Class by submitting a written opt-out request, and each member's right and opportunity
3 to object to the Settlement. The Court further finds that the distribution of the Class Notice
4 substantially in the manner and form set forth in the Agreement and this Order meets the
5 requirements of due process, is the best notice practicable under the circumstances, and shall
6 constitute due and sufficient notice to all persons entitled thereto. The font of the Class Notice
7 shall not be smaller than what was provided to the Court. The Court orders the mailing of the
8 Class Notice Packets by first class mail, pursuant to the terms and implementation schedule set
9 forth in the Agreement.

10 9. The Court approves, as to the form and content, the Request for Exclusion Form
11 and the Dispute Form that the Class Members may use to dispute their employment dates or opt
12 out of the Settlement, respectively, attached hereto as Exhibits #2 and #3, respectively.

13 10. The Court hereby approves the proposed procedure for exclusion from the
14 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
15 Class as provided in the Class Notice by following the instructions for requesting exclusion from
16 the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked by
17 no later than sixty (60) calendar days after the date of the mailing of the Class Notice and received
18 by the Administrator. If a Class Notice Packet is re-mailed, the response date for opt-outs will be
19 extended an additional 14 days. Any such person who chooses to opt out of and be excluded from
20 the Class will not be entitled to any recovery under the Settlement and will not be bound by the
21 Settlement or have any right to object, appeal or comment thereon (except that no Aggrieved
22 Employee may opt out of the PAGA portion of the settlement and any Aggrieved Employee who
23 requests exclusion from the Class will still recover their portion of the PAGA Penalties and will be
24 bound by the release of the Released PAGA Claims). Class Members who have not timely
25 requested exclusion shall be bound by all determinations of the Court, the Agreement and the
26 Judgment. A request for exclusion may only opt out that particular individual, and any attempt to
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1 affect an opt out of a group, class, or subclass of individuals is not permitted and will be deemed
2 invalid.

3 11. Any Class Member who has not opted out may object or express the Member's
4 views regarding the Settlement, may appear at the final approval hearing, and may present
5 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
6 and determined by the Court as provided in the Notice. Class Members will have sixty (60) days
7 from the date of the mailing of the Class Notices to submit their written objections to the
8 Administrator in accordance with the instructions in the Class Notice. If a Class Notice Packet is
9 re-mailed, the response date for written objections will be extended an additional 14 days.
10 Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
11 objection.

12 12. Neither the Agreement, nor any exhibit, document, or instrument delivered
13 thereunder shall be construed as a concession or admission by Defendant in any way that the
14 claims asserted have any merit or that this Action was properly brought as a class or representative
15 action, and shall not be used as evidence of, or used against Defendant as, an admission or
16 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
17 omission by Defendant or with respect to the truth of any allegation asserted by any person.
18 Whether or not the Settlement is finally approved, neither the Settlement, Agreement, nor any
19 exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or
20 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received
21 as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited
22 to, evidence of a presumption, concession, indication or admission by Defendant of any liability,
23 fault, wrongdoing, omission, concession or damage.

24 13. The Court reserves the right to adjourn or continue the date of the final approval
25 hearing and all dates provided for in the Agreement without further notice to Class Members and
26 retains jurisdiction to consider all further applications arising out of or connected with the
27 proposed Settlement.

14. The Action is stayed, and all trial and related pre-trial dates are vacated, subject to further orders of the Court at the Final Approval Hearing.

IT IS SO ORDERED.

Dated: _____

HON. DAVID A. HOFFER
JUDGE, SUPERIOR COURT OF CALIFORNIA

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EXHIBIT 1

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

***Dulfer v. West Coast Self-Storage Group, LLC, Superior Court of the
State of California, County of Orange, Case No. 30-2023-01359316-CU-OE-CXC***

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.*

To: All individuals who are or previously were employed by Defendant West Coast Self-Storage Group, LLC who were classified as non-exempt in the State of California at any time during the Class Period (November 3, 2019, through April 26, 2025).

The Superior Court of the State of California, County of Orange has granted preliminary approval of a proposed settlement of the above-captioned action. Because your rights may be affected by this settlement, please read this Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) carefully. The purpose of this Class Notice is to provide a description of the claims alleged in the action, the key terms of the settlement, and your rights and options with respect to the settlement.

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS CLASS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Payment is: \$<< __ >>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself The Response Deadline is _____.	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion from the Class. Instructions are set forth in Section 7 below.
Object The Response Deadline is _____.	Write to the Administrator about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. The Court’s Final Approval Hearing is scheduled to take place on _____ at 1:30 p.m., at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge David A. Hoffer in Department CX103. Directions regarding Objections are provided in Section 8 below.

1. Why did I receive this Class Notice?

On November 3, 2023, Plaintiff Sarah Dulfer (“Plaintiff”) filed a lawsuit alleging class claims against West Coast Self-Storage Group, LLC (“Defendant”) in the Superior Court of the State of California, County of Orange (the “Class Action”). The Class Action asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, waiting time penalties, and failure to pay sick wages.

Separately, on November 30, 2023, Plaintiff filed a separate Representative Action Complaint against Defendant (the “PAGA Action”). Plaintiff’s Representative Action Complaint asserted claims against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for alleged violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

As part of this Settlement, on August 26, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint in the Action to add an additional claim for recovery of civil penalties in violation of PAGA. The First Amended Class and Representative Action Complaint is referred to as the “Operative Complaint”.

Pursuant to a court order, you are hereby notified that Plaintiff and Defendant have reached a proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Orange (the “Court”) has been reached between Plaintiff and Defendant. The Honorable David A. Hoffer has been assigned as the judge overseeing the Action and Settlement.

The Court held a hearing on [REDACTED]. After the hearing, the Court granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement. Capitalized terms in this Class Notice are defined herein and/or in the Class Action and PAGA Settlement Agreement (“Agreement”).

You have received this Class Notice because you have been identified as a member of the Class and may be entitled to receive money from this Settlement.

The Class is defined as:

All individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the Class Period.

The Class Period is November 3, 2019, through April 26, 2025.

It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

In the Operative Complaint, Plaintiff alleges the following class claims against Defendant: (1) unfair competition; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to provide accurate itemized statements; (7) failure to reimburse employees for required expenses; (8) failure to provide wages when due; (9) waiting time penalties; and (10) failure to pay sick wages. The Operative Complaint also alleges a representative claim under the California Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) for civil penalties based

upon the above alleged violations.

Defendant expressly denies any wrongdoing or legal liability arising out of the claims alleged in the Operative Complaint. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint. Defendant further denies that, for any purpose other than settling the claims, that Plaintiff's class claims are appropriate for class treatment. Defendant has asserted numerous procedural and legal defenses to the Action and contends that the facts and applicable law do not allow for any monetary or other relief to Plaintiff or the Class. Defendant wishes to settle these claims only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the lawsuit have merit, that it has any liability to Plaintiff or the group of individuals that Plaintiff seeks to represent in this lawsuit, or that it engaged in any wrongdoing.

The Court has not made any determination as to whether Plaintiff's claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representatives, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel. In granting preliminary approval of the Settlement, the Court has determined that there is sufficient evidence that the proposed Settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing concerning the Settlement.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000) to fund the settlement of the Action.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Class Members who do **not** submit a valid and timely Request for Exclusion ("Participating Class Members"):

- *Administration Expenses Payment.* Payment to the Administrator, estimated not to exceed \$7,200, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments and tax forms, and handling questions about the Settlement.
- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.* Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$108,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$20,000. Class Counsel has been prosecuting these claims on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- *Class Representative Service Payment.* A Class Representative Service Payment in an amount not to exceed \$15,000 to the Plaintiff, subject to Court approval, to compensate Plaintiff for services on behalf of the Class in initiating and prosecuting the claims, and for the risks Plaintiff undertook.

- *PAGA Penalties.* A payment of \$5,000 relating to the claim for penalties under PAGA, 75% (\$3,750) of which will be paid to the California Labor Workforce Development Agency (“LWDA”), and 25% (\$1,250) of which shall be distributed as “Individual PAGA Payments” to the Aggrieved Employees calculated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$1,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods.
 - The “PAGA Period” is July 26, 2022 through April 26, 2025.
 - “Aggrieved Employees” means all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the PAGA Period. As part of the resolution of the PAGA claim through this PAGA Payment, Aggrieved Employees will release all Released PAGA Claims for civil penalties as set forth below.

Calculation of Payments to Class Members (“Individual Class Payments”).

The “Net Settlement Amount” means the total sum available for payout to Participating Class Members, which equals the Gross Settlement Amount minus the above-described Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration Expenses Payment. The Net Settlement Amount is estimated to be at least \$169,467. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek(s)” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant’s records, however, Class Members may challenge the number of Workweeks as explained below.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint that occurred during the Class Period for unpaid wages (including premiums) or other compensation allegedly owed, or for damages, penalties, restitution, interest, liquidated damages, attorneys’ fees, or costs, or any other recovery including under the California Labor Code and corresponding provisions of Wage Orders, for: (1) Unfair Competition pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*, (2) Failure to Pay Minimum Wage; (3) Failure to Pay Overtime; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Breaks; (6) Failure to Provide Compliant Wage Statements; (7) Failure to Reimburse Business Expenses; (8) Failure to Pay Wages When Due; (9) waiting time penalties; (10) Failure to Pay Sick Pay Wages; including all claims and/or penalties brought under or pursuant to Labor Code §§ 201-204, 210, 218, 221, 226, 226.7, 227.3, 233, 246 *et seq.*, 510, 512, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B), and the IWC Wage Orders. Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

This means that, if you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Released Parties for the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaint during the PAGA Period and/or the PAGA notice including Labor Code §§ 201-204, 210, 218, 221, 226, 226.7, 227.3, 233. 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B), California Code of Regulations, Title 8 Section 1 1070 (14) (Failure to Provide Seating), and the IWC Wage Orders, that accrued at any time between July 26, 2022 to the date of approval of this Agreement. The Released PAGA Claims do not include other PAGA claims not alleged (except for those that reasonably could have been alleged, based on the facts stated in the Operative Complaint), underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

"Released Parties" collectively mean: Defendant and each of its former and present directors, officers, shareholders, employees, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

5. How much will my payment be?

Defendant's records reflect that you have <<_____>> Workweeks during the Class Period (November 3, 2019 to April 26, 2025).

Although the exact share of the Net Settlement Amount cannot be precisely calculated at this time, based on this information, your estimated Individual Class Payment is <<_____>>.

[if applicable - In addition, your Individual PAGA Payment is <<_____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator. A Dispute form is included with this Class Notice.

Tax Matters. Each Participating Class Member's Individual Class Payment will be apportioned as follows: (1) thirty-three percent (33%) shall be allocated to alleged wages for which an IRS Form W-2 will issue and which shall be subject to tax withholdings customarily made from an employee's wages and all other authorized and required withholdings; and (2) sixty-seven percent (67%) shall be allocated to settlement of claims for non-wages, accountable expense reimbursement, interest and penalties, not subject to wage withholdings, for which an IRS Form 1099 will issue.

Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her,

and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

6. How can I get a payment?

To get money from the Settlement, **you do not have to do anything**. A check for your Individual Class Payment, and any Individual PAGA Payment (if applicable), will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action LLC, _____ (800) _____.

If the Court grants final approval of the Settlement and enters Judgment on the Settlement, and there are no objections or appeals, your Settlement payment will be mailed approximately three months after final approval. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Class portion of the Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the Released Class Claims resolved by this Settlement.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.

To opt out, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. A Request for Exclusion form is included with this Class Notice. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Dulfer v. West Coast Self-Storage Group, LLC* lawsuit." The Request for Exclusion must state the Class Member's full name, address, telephone number, and the name and number of the case, which is *Dulfer v. West Coast Self-Storage Group, LLC*, Case No. 30-2023-01359316-CU-OE-CXC. The request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Absent good cause found by the Court, written requests for exclusion that are faxed, emailed, or postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release(s) described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, either in writing or in person. Objections that are in writing should state (1) the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant; (2) the words "Notice of Objection" or "Formal Objection"; (3) describe why you believe the Settlement is unfair a; and (4) the name and number of the case, which is *Dulfer v. West Coast Self-Storage Group, LLC*, in the Superior Court of the State of California, County of Orange, Case No. 30-2023-01359316-CU-OE-CXC.

All written objections must be mailed to the Administrator at _____ with copies to the Parties' counsel, no later than the Response Deadline of _____ [sixty (60) days after the mailing of the Class

Notice or an additional 14 days in the case of re-mailing]. You may also fax the objection to _____ or email the objection to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection without submitting a written objection. At this time, the Court now hears matters both in person and remotely through Zoom through the court's online check-in process. If you need assistance, you may contact Class Counsel. Please check the Court's website for current information and instructions concerning appearances and how to view Court proceedings: <https://www.occourts.org/civil-remote-hearings>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment and any Individual PAGA Payment owed. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. Who are the attorneys representing the Parties?

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Noah J. Woods
Littler Mendelson P.C.
501 West Broadway, Suite 900
San Diego, CA 92101

12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 1:30 p.m. on _____, in Department CX103 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge David A. Hoffer. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

13. How do I get more information about the Settlement?

You may contact the Administrator or contact Class Counsel for more information. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

This Class Notice summarizes the proposed Settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment or other Settlement documents by going to The Administrator's website at << _____ >> where they will be posted as they become available. You may also get more details by examining the Court's file via the Civil Case and Document Access for the California Superior Court for the County of Orange (<https://www.occourts.org/online-services/case-access/>) and entering the Case No. 30-2023-01359316.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your Settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Administrator will pay all unclaimed funds to the paid to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties request Court approval of the Children's Advocacy Institute, San Diego as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT 2

REQUEST FOR EXCLUSION FORM

Dulfer v. West Coast Self-Storage Group, LLC, Superior Court of the State of California, County of Orange, Case No. 30-2023-01359316-CU-OE-CXC

I confirm that I have received the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which describes my rights and the options I may take in response to the parties' proposed Settlement in the above-referenced lawsuit.

By signing and returning this Request for Exclusion Form, I confirm that I wish to be removed from the proposed Class, that I do not want to participate as a Class Member, and that I do not want to be included in the proposed Class Settlement.

I understand and acknowledge that, by signing and submitting this form: (1) I will not receive any money from the proposed Settlement except my portion, if any, of the civil penalties that is allocated in settlement of the California Labor Code Private Attorney General Act of 2004 claim alleged by Plaintiffs; (2) I will not be bound by the class portion of the proposed Settlement and will only be bound by the release of the Released PAGA Claims; and (3) I will not have any right to object to the proposed Settlement.

THE EXCLUSION FORM MUST BE SIGNED, DATED, AND EMAILED, FAXED OR MAILED BY FIRST CLASS U.S. MAIL, NO LATER THAN [INSERT DATE] TO: DUFFER V. WEST COAST SELF STORAGE ADMINISTRATOR, C/O APEX CLASS ACTION LLC, [INSERT ADDRESS, EMAIL AND FAX]

Name: _____

Address: _____

Telephone Number: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Sign your name here)

Date

EXHIBIT 3

DISPUTE FORM

***Dulfer v. West Coast Self-Storage Group, LLC, Superior Court of the
State of California, County of Orange, Case No. 30-2023-01359316-CU-OE-CXC***

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - _ _ _ _

If you were employed by Defendant West Coast Self-Storage Group, LLC in California and classified as a non-exempt employee at any time during the Class Period (November 3, 2019, through April 26, 2025), then you may be a Class Member.

The amount of your estimated Individual Class Payment is based upon the Workweeks you worked during the Class Period based on Defendant's company records, as set forth below and in the Class Notice you received.

I. YOUR COMPENSABLE WORKWEEKS

Defendant's records show that during the Class Period, you worked as a non-exempt employee in California, which qualifies you as a Class Member, and your total number of Workweeks during the Class Period are:

<<NUMBER OF WORKWEEKS>>.

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

Based upon the above numbers of Workweeks listed above, your estimated pre-tax Individual Class Payment is

<<INSERT>>.

III. CHALLENGE TO WEEKS WORKED

If you believe that the number of Workweeks stated above is correct, you do not have to do anything.

If you wish to dispute the number of Workweeks worked listed above, you must complete and postmark this Dispute Form, and provide all supporting information and/or documentation, to the Administrator by

<<RESPONSE DEADLINE>>.

Check the box below ONLY if you wish to dispute the information listed above:

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my Workweeks during the Class Period is _____. I have also included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Administrator.

I declare under penalty of perjury under the laws of the State of California that the information I provided in this Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

**THIS DISPUTE FORM MUST BE SIGNED, DATED, AND EMAILED, TAXED
OR MAILED BY FIRST CLASS U.S. MAIL, NO LATER THAN [INSERT DATE]**

TO:|

***Dulfer v. West Coast Self-Storage Group, LLC* Administrator
c/o Apex Class Action LLC**

address

Fax:

Email: