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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

ANDREW TREJO BACA; CHRISTOPHER
FRANCESCHI, on behalf of themselves and all
others similarly situated, and the general public,

Plaintiffs,

v.

AIRPORT APPLIANCE, INC., a California
corporation; AIRPORT HOME APPLIANCE, a
business entity of unknown form; and DOES 1
through 50, inclusive,

Defendants.

Case No. 23CV421926

[Assigned for all purposes to the Hon.
Theodore C. Zayner, Dept. 19]

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

Date: July 30, 2025

Time: 1:30 p.m.

Dept: 19

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1 This matter came on for hearing on July 30, 2025, at 1:30 p.m. in Department 19 of the
2 above-referenced Court, located at 161 North First Street, San Jose, California 95113, on the
3 Motion for Preliminary Approval of Class Action Settlement ("Motion"). Plaintiffs ANDREW
4 TREJO BACA and CHRISTOPHER FRANCESCHI (collectively, "Plaintiffs") appeared
5 through their attorneys of record. Defendant AIRPORT APPLIANCE, INC. ("Defendant")
6 appeared through its counsel of record.

7 Having fully reviewed and considered the Motion and moving papers, and having
8 analyzed the Class Action and PAGA Settlement Agreement ("Settlement Agreement") attached
9 as Exhibit A to the Declaration of Aaron A. Bartz filed with the Motion, THE COURT HEREBY
10 MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

11 1. The Court preliminarily approves the proposed Settlement Agreement as being
12 fair, reasonable, and adequate; and finds on a preliminary basis that the Settlement Agreement
13 appears to be within the range of reasonableness of a settlement which the Court could ultimately
14 give final approval.

15 2. The initial capitalized terms in this Order shall have the same meanings as those
16 set forth in the Settlement Agreement.

17 3. The Court finds that the elements of numerosity, commonality, typicality and
18 adequacy have been established to support conditional certification of the Settlement Class for
19 settlement purposes. Solely for the purposes of the proposed Settlement, a Class is provisionally
20 certified pursuant to California Code of Civil Procedure section 382 and defined as follows:

21 All non-exempt current and former employees who worked in California
22 for Defendant during the Class Period.

23 4. Solely for the purposes of the proposed Settlement, the Court preliminarily
24 approves (a) Bartz Law Group, APC, United Employees Law Group, PC, and D.Law, Inc. as
25 Class Counsel; and (b) Andrew Trejo Baca and Christopher Franceschi as Class Representatives.
26 The Court appoints Xpand Legal Consulting, LLC as Settlement Administrator.

27 5. The Court shall hold a final approval hearing (the "Final Approval Hearing") on
28 December 11, 2025, at 1:30 P.M., to review the notice process and objections to the Settlement,

1 if any; and to determine whether the proposed Settlement on the terms and conditions set forth in
2 the Settlement Agreement is fair, reasonable, and adequate, and should be finally approved by
3 the Court; to determine whether the Court should enter the Judgment as provided in the
4 Settlement Agreement; and to determine the amount of attorneys' fees and costs to approve for
5 Class Counsel, administrator expenses, and the amount of the enhancement awards to approve
6 for the Class Representatives. The Motion for Final Approval, and for an award of attorneys'
7 fees and costs, administrator expenses, and Class Representatives' Enhancement awards shall be
8 filed no later than November 17, 2025.

9 6. The Court approves, as to form and content, the Court Approved Notice of Class
10 Action Settlement and Hearing Date for Final Court Approval (the "Settlement Notice"),
11 attached to the Settlement Agreement and hereto as **Exhibit A**. The Court finds that distribution
12 of the Settlement Notice substantially in the manner set forth in the Settlement Agreement and
13 Settlement Notice meets the requirements of California law and due process, is the best notice
14 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
15 entitled thereto.

16 7. The Settlement Administrator shall supervise and administer the notice procedure
17 as set forth in the Settlement Agreement as follows:

18 a. After entry of the Preliminary Approval Order, Defendant shall provide
19 the Settlement Administrator with the Class Data for purposes of mailing the Settlement
20 Notices to Class Members. Defendant shall have up to ten (10) days to provide the Class
21 Data after entry of the Preliminary Approval Order;

22 b. Upon receipt of the Class Data, the Settlement Administrator shall
23 perform a search based on the National Change of Address Database maintained by the
24 United States Postal Service to update and correct any known or identifiable address
25 changes. Within fourteen (14) calendar days after receiving the Class Data from
26 Defendant as provided herein, the Settlement Administrator shall mail copies of the
27 Settlement Notice to all Class Members via regular First-Class U.S. Mail. The Settlement
28 Notice shall be sent to all Class Members no later than August 29, 2025. The Parties

1 agree that this procedure for notice provides the best notice practicable to Class Members
2 and fully complies with due process;

3 c. Any Settlement Notice returned to the Settlement Administrator as non-
4 deliverable on or before the Response Deadline shall be re-mailed to the forwarding
5 address affixed thereto within five (5) business days of receipt of the returned Settlement
6 Notice by the Settlement Administrator. If no forwarding address is provided, the
7 Settlement Administrator shall attempt to determine a correct address by conducting a
8 Class Member Address Search;

9 d. The Settlement Administrator shall perform all other obligations required
10 under the Settlement Agreement, including those under section 7 of the Settlement
11 Agreement.

12 8. In order for any Settlement Class member to object to this Settlement, or any term
13 of it, the person making the objection may submit the objection to the Settlement Administrator
14 by no later than October 13, 2025 setting forth the grounds of objection. Any objection shall be
15 sent to the Settlement Administrator, not to the Court. A Class Member may also appear
16 personally or through an attorney, at his or her own expense, at the Final Approval hearing to
17 present his or her objection directly to the Court.

18 9. In order for any Settlement Class member to validly exclude themselves from the
19 Settlement Class and this Settlement (i.e., to validly opt out), a written request for exclusion must
20 be submitted to the Settlement Administrator postmarked no later than October 13, 2025. Any
21 Request for Exclusion shall be submitted to the Settlement Administrator, not to the Court. A
22 Class Member who timely submits a valid Request for Exclusion shall not participate in, or be
23 bound by, the Settlement or the Final Judgment in any respect. Individuals who submit a
24 Request for Exclusion shall not be permitted to file or pursue objections to the Settlement or
25 appear at the Final Approval Hearing to voice any objections to the Settlement.

26 10. At the Final Approval Hearing, the Court shall finally determine whether the
27 proposed Settlement is fair, reasonable, and adequate; and shall also rule on Class Counsel's
28 application for attorneys' fees, the Class Representatives' enhancement awards, reimbursement

1 of Class Counsel's costs, and the Settlement Administrator expenses for administering the
2 Settlement.

3 11. The Court's preliminary approval of the Settlement is not to be deemed an
4 admission of liability or fault by Defendant, or a finding as to the validity of any claims or
5 defenses asserted in the Action.

6 12. The Court reserves the right to adjourn or continue the date of the Final Approval
7 Hearing without further notice to the Class Members, and it will retain jurisdiction to consider all
8 further applications arising out of or connected with the proposed Settlement. In the event that
9 the Final Approval Hearing is continued, Class Counsel or the Settlement Administrator shall
10 give notice of the continuance to any objectors to the Settlement.

11 13. If for any reason the Settlement ultimately does not become final, the parties will
12 return to their respective positions in this Action as those positions existed immediately before
13 the Parties executed the Settlement, and nothing stated in the Settlement or any other papers filed
14 with this Court in connection with the Settlement will be deemed an admission of any kind by
15 any of the parties or used as evidence against, or over the objections of, any of the parties for any
16 purpose in this Action or in any other action.

17 **IT IS SO ORDERED.**
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22 DATED: _____

23 Hon. Theodore C. Zayner
24 Judge of the Superior Court
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EXHIBIT A

EXHIBIT A

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

Andrew Trejo Baca; Christopher Franceschi v. Airport Appliance, Inc.

Case No. 23CV421926

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Airport Appliance, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by former employees Andrew Trejo Baca and Christopher Franceschi (“Plaintiffs”) and seeks payment of (1) past due wages and other relief for a class of all current and former employees (“Class Members”) who worked for Defendant during the Class Period (September 5, 2019 to November 22, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former employees who worked for Defendant during the PAGA Period (July 3, 2022 to November 22, 2024) (“Aggrieved Employees”).

Defendant denies these allegations and maintains that it complied with the law at all times. Defendant believes that Plaintiffs’ claims are without merit.

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

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

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

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

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written request for exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, 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.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant 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 Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section F of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	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. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section G 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, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section H of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant'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 D of this Notice.

A. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have 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: Bartz Law Group APC, United Employees Law Group PC, and D.Law, Inc. ("Class Counsel.") Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant 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, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant will Pay One Million Eight Hundred Thousand Dollars (\$1,800,000.00) as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement by the later of 10 days after the Judgment entered by the Court becomes final, or January 31, 2026. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, 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 Six Hundred Thirty Thousand Dollars (\$630,000.00) (thirty-five percent of the Gross Settlement) to Class Counsel for attorneys' fees and up to Thirty Thousand Dollars (\$30,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to Twenty-Five Thousand Dollars (\$25,000.00) to Plaintiffs (i.e. \$15,000 to Plaintiff Christopher Franceschi, and \$10,000 to Plaintiff Andrew Trejo Baca) as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
 - c. Up to Fifteen Thousand Dollars (\$15,000.00) to the Administrator for services administering the Settlement.
 - d. Up to Ninety Thousand Dollars (\$90,000.00) for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (\$67,500) and 25% in Individual PAGA Payments (\$22,500) to the Aggrieved Employees based on their PAGA Period Pay Periods. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks, and who are in two groups as follows: (a) the "Salesperson Group", which includes all current and former non-exempt salespersons of Defendant during the Class Period; and (b) the "Non-Exempt Employee Group," which includes all current and former non-exempt employees of Defendant excluding the "Salesperson Group" during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be sent to Legal Aid at Work.
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 **[DATE]**, that you wish to opt-out. In order to opt-out of the Settlement, you should set forth your name, present address, telephone number, and request exclusion from the settlement to the Administrator by the date set forth above. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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 Defendant 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 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, **[INSERT]** (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 I of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has

fully funded the Gross Settlement (and separately paid the employer-side payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all Claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Action and Plaintiffs' PAGA Notice, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, failure to pay wages (including minimum wages, regular wages, overtime wages, failure to pay overtime at the regular rate, and double time wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, and failure to reimburse business expenses, including Labor Code sections section 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, 2699, and 2802, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.* The Released Class Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Class.

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

All Aggrieved Employees, the State of California and Plaintiffs shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and its Related Persons and Entities from the claims for civil

penalties that could have been sought by the Labor Commissioner for the violations of the California Private Attorneys General Act of 2004 identified in the PAGA Notice and those based solely upon the facts alleged in the PAGA Notice and the Action during the PAGA Period. The Aggrieved Employees will be issued a check for their share of the individual PAGA payment and will not have the opportunity to opt out of, or object to, the individual PAGA payment and release of the PAGA claims set forth herein. The Aggrieved Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their individual PAGA payment or opt out of being a Class Member.

D. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments as follows: (a) Seventy percent (70%) of the Individual Class Payments from the Net Settlement Amount shall be designated the “Salesperson Amount” and shall be distributed pro rata among members of the Salesperson Group, based on the number of workweeks worked by each Salesperson Group member during the Class Period; and (b) Thirty percent (30%) of the Individual Class Payments from the Net Settlement Amount shall be designated the “Non-Exempt Employee Amount” and shall be distributed pro rata among members of the Non-Exempt Employee Group, based on the number of workweeks worked by each Non-Exempt Employee Group member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$22,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section I** 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 Defendant’s calculation of Workweeks and/or Pay Periods based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

E. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t

opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

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

G. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. If you wish to remain a Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator, _____, at _____. Objections must be postmarked no later than _____. You still may appear at the Final Approval Hearing and raise an objection to the settlement even if you did not submit written objections within this deadline.

H. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [DATE] at [TIME] in Department 19, of the Santa Clara Superior Court, located at 161 North First Street, San Jose, California 95113. 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. At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, at your own expense, or to enter an appearance and represent yourself.

I. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed Settlement Agreement and other approval papers, which are on file with the clerk of the Santa Clara Superior Court, 191 North

First Street, San Jose, California 95113, and may also be reviewed online at <https://www.santaclara.courts.ca.gov/>.

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

Class Counsel:

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D.Law, Inc.
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Telephone: (818) 962-6465

Settlement Administrator:

Name of Company

Email Address:

Mailing Address:

Telephone:

Fax Number:

J. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

K. 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.