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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

CLAUDIA STANZIOLA, individually, and  
on behalf of other members of the general  
public similarly situated and on behalf of other  
aggrieved employees pursuant to the  
California Private Attorneys General Act;

Plaintiff,

vs.

WEISS FAMILY PROPERTIES, a  
California corporation; and DOES 1 through  
100, inclusive,

Defendants.

Case No. 23STCV29203

Honorable Carolyn B. Kuhl  
Department 12

**CLASS ACTION**

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

Date: September 11, 2025

Time: 10:30 a.m.

Department: 12

Complaint Filed: November 29, 2023

Trial Date: None Set

1 This matter has come before the Honorable Carolyn B. Kuhl in Department 12 of the  
2 Superior Court of the State of California, for the County of Los Angeles, on September 11, 2025,  
3 at 10:30 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA  
4 Settlement. Lawyers *for* Justice, PC appears as counsel for Plaintiff Claudia Stanziola ("Plaintiff"),  
5 individually and on behalf of all others similarly situated and other aggrieved employees, and  
6 Landegger Verano, A Law Corporation appears as counsel for Defendant Weiss Family Properties,  
7 LLC ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, all matters  
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for  
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement  
13 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 2**"  
14 to the Declaration of Ryan Slinger in Support of Plaintiff's Motion for Preliminary Approval of  
15 Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement  
16 falls within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,  
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in  
19 the Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,  
21 and reasonable. It appears to the Court that extensive investigation and research have been  
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their and  
23 each other's respective positions. It further appears to the Court that the Settlement, at this time,  
24 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would  
25 be presented by the further prosecution of the case. It further appears that the Settlement has been  
26 reached as the result of intensive, serious, and non-collusive arms-length negotiations, and it was  
27 entered into in good faith.

1           4.       The Court preliminarily finds that the Settlement, including the allocations for the  
2 Attorneys' Fees and Costs, Enhancement Award, PAGA Penalties, Settlement Administration  
3 Costs, and payments to the Participating Class Members and Aggrieved Employees provided  
4 thereby, appear to be within the range of reasonableness of a settlement that could ultimately be  
5 given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is  
6 being granted as part of the Settlement and preliminarily finds that the monetary settlement awards  
7 made available to the Class Members and Aggrieved Employees are fair, adequate, and reasonable  
8 when balanced against the probable outcome of further litigation relating to certification, liability,  
9 and damages issues.

10          5.       The Court concludes that, for settlement purposes only, the proposed Class meets  
11 the requirements for certification under section 382 of the California Code of Civil Procedure in  
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
14 community of interest amongst the members of the Class with respect to the subject matter of the  
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff  
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is  
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class  
18 Counsel are qualified to act as counsel for Plaintiff individually and as the representative of the  
19 Class.

20          6.       The Court conditionally certifies the Class for settlement purposes only, which will  
21 be defined as follows:

22               All current and former non-exempt, hourly-paid employees who worked for  
23 Defendant in California at any time during the period from June 4, 2019 to either (a)  
Preliminary Approval, or (b) Alternate End Date, whichever is sooner.

24          7.       The Court provisionally appoints Joanna Ghosh, Yasmin Hosseini, and Ryan Slinger  
25 of Lawyers *for Justice*, PC as Class Counsel.

26          8.       The Court provisionally appoints Plaintiff Claudia Stanziola as the Class  
27 Representative.  
28

1           9.           The Court provisionally appoints Simpluris, Inc. (“Simpluris”) to handle the  
2 administration of the Settlement (“Administrator”).

3           10.          Within fourteen (14) calendar days after the Court enters this Order, Defendant shall  
4 provide the Administrator with Class Members and Aggrieved Employees’ identifying information  
5 in Defendant’s possession, custody, or control including the Class Members and Aggrieved  
6 Employees’ full name, last-known mailing address, Social Security number, hire and termination  
7 dates, and information and/or data sufficient to determine the number of Workweeks and PAGA  
8 Pay Periods worked by each Class Member and Aggrieved Employee (collectively, “Class Data”),  
9 in conformity with the Settlement Agreement.

10          11.          The Court approves, both as to form and content, the Court Approved Notice of  
11 Class Action Settlement (“Class Notice”), attached hereto as “**EXHIBIT A.**” The Class Notice  
12 shall be provided to Class Members in the manner set forth in the Settlement. The Court finds that  
13 the Class Notice appears to fully and accurately inform the Class Members of all material elements  
14 of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting  
15 a Request for Exclusion, of Class Members’ and Aggrieved Employees’ right to dispute the  
16 Workweeks and/or PAGA Pay Periods credited to each of them, and of each Participating Class  
17 Member’s right and opportunity to object to the Class Settlement. The Court further finds that the  
18 distribution of the Class Notice, substantially in the manner and form set forth in the Settlement  
19 Agreement and this Order, and all the other dates set forth in the Settlement Agreement and this  
20 Order meet the requirements of due process and shall constitute due and sufficient notice to all  
21 persons entitled thereto. The Court further orders the Administrator to mail the Class Notice to all  
22 Class Members within fourteen (14) calendar days after receiving the Class Data from Defendant,  
23 pursuant to the terms set forth in the Settlement Agreement.

24          12.          The Court hereby preliminarily approves the proposed procedure, set forth in the  
25 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
26 choose to be excluded from the Class Settlement by submitting a timely and valid written Request  
27 for Exclusion no later than sixty (60) calendar days from the initial mailing of the Class Notice  
28 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be

1 extended an additional fourteen (14) calendar days. Any Class Member who submits a timely and  
2 valid Request for Exclusion will not be a Participating Class Member and will not have any right  
3 to object, appeal, or comment on the Class Settlement. Class Members who do not submit a timely  
4 and valid Request for Exclusion by the Response Deadline shall be bound by the terms of this  
5 Agreement, any Court order approving the terms of the Settlement, and the Final Approval Order  
6 and Judgment entered thereon. Aggrieved Employees shall be bound to the PAGA Settlement  
7 irrespective of whether they exercise their option to opt out of the Class Settlement.

8 13. A Final Approval Hearing shall be held before this Court on  
9 \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in  
10 Department 12 of the Superior Court of California for the County of Los Angeles, located at 312  
11 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning  
12 the Settlement, including: whether the proposed settlement of the action on the terms and conditions  
13 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by  
14 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether  
15 the plan of allocation contained in the Settlement should be approved as fair, adequate, and  
16 reasonable to the Class Members and Aggrieved Employees; and determine whether to finally  
17 approve the requests for the Attorneys' Fees and Costs, Enhancement Award, PAGA Penalties, and  
18 Settlement Administration Costs.

19 14. Class Counsel shall file a motion for final approval of the Settlement and for  
20 Attorneys' Fees and Costs, Enhancement Award, PAGA Penalties, and Settlement Administration  
21 Costs, along with the appropriate declarations and supporting evidence, including the  
22 Administrator's declaration by \_\_\_\_\_, to be heard at the Final Approval  
23 Hearing.

24 15. Only Class Members who do not request exclusion from the Class Settlement may  
25 object to the Class Settlement by submitting an Objection to the Class Settlement to the  
26 Administrator prior to the Response Deadline or, in the alternative, by presenting their objection  
27 orally at the Final Approval Hearing. The Objection must be signed by the Participating Class  
28 Member and contain all information required by this Settlement Agreement, including and not

1 limited to the factual and legal basis for objecting to the Class Settlement. Participating Class  
2 Members may also present their objection at the Final Approval Hearing, regardless of whether  
3 they submit a written objection. A Participating Class Member who does not object prior to or at  
4 the Final Approval Hearing will be deemed to have waived any objections and will be foreclosed  
5 from making any objections (whether at the Final Approval Hearing, by appeal, or otherwise) to  
6 the Settlement.

7 16. The Settlement is not a concession or admission and shall not be used against  
8 Defendant as an admission or indication with respect to any claim of any fault or omission by  
9 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,  
10 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,  
11 neither the Settlement nor any document, statement, proceeding, or conduct related to the  
12 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered, or  
13 admitted into evidence as, received as, or deemed to be in evidence for any purpose adverse to the  
14 Defendant, including, but not limited to, evidence of a presumption, concession, indication or  
15 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to  
16 establish the existence of any condition constituting a violation of, or a non-compliance with state,  
17 federal, local, or other applicable law, except for legal proceedings concerning the implementation,  
18 interpretation, or enforcement of the Settlement.

19 17. In the event the Settlement does not become effective in accordance with the terms  
20 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,  
21 or fails to become effective for any reason, this Order shall be rendered null and void, shall be  
22 vacated, and the Parties shall revert back to their respective positions as of before entering into the  
23 Settlement Agreement.

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1           18.           The Court reserves the right to adjourn or continue the date of the Final Approval  
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
3 Members and retains jurisdiction to consider all further applications arising out of or connected  
4 with the Settlement.

5  
6 **IT IS SO ORDERED.**

7 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
The Honorable Carolyn B. Kuhl  
Judge of the Superior Court

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# Exhibit A

## **NOTICE OF CLASS ACTION SETTLEMENT**

### ***Claudia Stanziola v. Weiss Family Properties, LLC*** **Superior Court of California for the County of Los Angeles, Case No. 23STCV29203**

#### **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the class settlement, your legal rights may be affected.**

**This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class settlement, object to the class settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class action settlement has been reached between Plaintiff Claudia Stanziola ("Plaintiff") and Defendant Weiss Family Properties, LLC ("Defendant") (Plaintiff and Defendant are together referred to as the "Parties") in the case entitled *Claudia Stanziola v. Weiss Family Properties*, Los Angeles County Superior Court Case No. 23STCV29203 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

#### **I. IMPORTANT DEFINITIONS**

**"Aggrieved Employees"** means all current and former non-exempt, hourly-paid employees who worked for Defendant in California at any time during the PAGA Period.

**"Class"** means all current and former non-exempt, hourly-paid employees who worked for Defendant in California at any time during the Class Period.

**"Class Member"** means a member of the Class.

**"Class Period"** means the period from June 4, 2019 to [Preliminary Approval or the Alternative End Date, whichever is sooner].

**"Class Settlement"** means the settlement and resolution of the Released Class Claims (described in Section III.D below).

**"PAGA Settlement"** means the settlement and resolution of the Released PAGA Claims (described in Section III.D below).

**"PAGA Period"** means the period from September 25, 2022 through [Preliminary Approval or the Alternative End Date, whichever is sooner].

#### **II. BACKGROUND OF THE ACTION**

On September 25, 2023, Plaintiff Claudia Stanziola provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that she contends were violated ("PAGA Notice"). On November 29, 2023, Plaintiff filed a Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq against Defendant, in the Los Angeles County Superior Court, Case No. 23STCV29203 (the "Action").

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, and reimburse business expenses. Plaintiff further contends that the alleged violations constitute unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and give rise to penalties under California Labor Code section 2698,

*et seq.* (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into a Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the Settlement Administrator of the Settlement (“Settlement Administrator”), Plaintiff Claudia Stanziola as representative of the Class (“Class Representative”), and the following attorneys as counsel for the Class (“Class Counsel”):

Joanna Ghosh, Esq.  
Yasmin Hosseini, Esq.  
Ryan Slinger, Esq.  
**Lawyers for Justice, PC**  
450 North Brand Boulevard, Suite 900  
Glendale, California 91203  
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below.

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 the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The Gross Settlement Amount is Nine Hundred Fifty Thousand Dollars (\$950,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees to Class Counsel in an amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$332,500.00 if the Gross Settlement Amount remains \$950,000.00) and reimbursement of litigation costs and expenses incurred by Class Counsel, in an amount not to exceed Fifty Thousand Dollars (\$50,000.00) (together, “Attorneys’ Fees and Costs”); (2) Enhancement Award in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for her services in the Action; (3) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars (\$8,000.00) to the Settlement Administrator; and (4) the amount of Ninety Thousand Dollars (\$90,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$67,500.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$22,500.00) will be distributed to Aggrieved Employees (“Aggrieved Employees Payment”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as a non-exempt, hourly-paid employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Estimated Workweek Value”) and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to arrive at his or her Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Participating Class Members”) will be issued their payment of their final Individual Settlement Payment.

**Questions? Please call: [settlement Settlement Administrator’s 800-number]**

Each Individual Settlement Payment will be allocated as ten percent (10%) wages, which will be reported on an IRS Form W-2, and ninety percent (90%) penalties and interest, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer's share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Aggrieved Employees Payment, based on the number of PAGA Pay Periods of each Aggrieved Employee during the PAGA Period. The Settlement Administrator has divided the PAGA Penalties by the total number of PAGA Pay Periods of all Aggrieved Employees during the PAGA Period ("PAGA Pay Period Value") and multiplied each Aggrieved Employee's individual PAGA Pay Periods by the PAGA Pay Period Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

**B. Your Workweeks Based on Defendant's Records**

According to Defendant's records, you have been credited with [ ] Workweeks during the Class Period, i.e., from June 4, 2019 to **[Preliminary Approval or the Alternative End Date, whichever is sooner]**.

According to Defendant's records, you have been credited with [ ] PAGA Pay Periods during the PAGA Period, i.e., from September 25, 2022 through **[Preliminary Approval or the Alternative End Date, whichever is sooner]**.

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit a written dispute that: (a) contain the case name and number of the Action; (b) contain the Class Member and/or Aggrieved Employee's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member and/or Aggrieved Employee disputes the number of Workweeks / PAGA Pay Periods credited to him or her, and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

**C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment**

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks and PAGA Pay Periods credited to you during the Class Period and/or PAGA Period.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [ ]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [ ].**

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or

**Questions? Please call: [settlement Settlement Administrator's 800-number]**

Individual PAGA Payment (if applicable) may be higher or lower and payments will only be distributed if the Court grants final approval of the Settlement and after the Settlement goes into effect.

#### **D. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount Plaintiff, the State of California and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, 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.

“Released Class Claims” means any and all claims that were or could have been alleged in the Operative Complaint that arose during the Class Period, including without limitation with respect to the following claims: (a) failure to pay overtime wages; (b) failure to provide meal periods; (c) failure to authorize or permit rest periods; (d) failure to pay minimum wage; (e) failure to timely pay wages; (f) failure to provide complete and accurate wage statements; (g) failure to keep complete and accurate payroll records; (h) failure to reimburse necessary business-related expenses and costs; (i) all claims under California Business & Professions Code section 17200 for unfair business practices that could have been premised on the facts, claims, causes of action, or legal theories described above; and (j) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action, or legal theories described above, as well as any potential penalties, interest, or attorneys’ fees associated with all of such causes of action under California law.

“Released PAGA Claims” means all claims, demands, rights, liabilities, and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative Complaint, the PAGA Notice (and any amendments thereto), and ascertained in the course of the Action, arising during or with respect to the PAGA Period.

“Released Parties” Defendant and each of its former and present directors, officers, principals, trustees, shareholders, owners, managers, managing agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, and affiliates.

#### **E. Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$332,500.00, if the Gross Settlement Amount remains \$950,000.00) and reimbursement of litigation costs and expenses in an amount of up to Fifty Thousand Dollars (\$50,000.00) (together, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

#### **F. Enhancement Award to Plaintiff**

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (“Enhancement Award”), in recognition of her services in connection with the Action. The Enhancement Award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her individual settlement payment that she is entitled to under the Settlement.

#### **G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars (\$8,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks and/or PAGA Pay Period disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

#### **IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

##### **A. Participate in the Class Settlement**

**If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member and/or Aggrieved Employee, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for your own attorney’s fees and expenses.

##### **B. Request Exclusion from the Class Settlement**

If you do not wish to participate in the Class Settlement, you may seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. However, consistent with applicable law, Aggrieved Employees may not exclude themselves from the PAGA Settlement, including those pertaining to the release of Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement) if it grants final approval of the Settlement.

##### **C. Object to the Class Settlement**

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

An Objection must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a written statement of

**Questions? Please call: [settlement Settlement Administrator’s 800-number]**

all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

## **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 12 of the Los Angeles County Superior Court, located at the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

The hearing may be continued without further notice to the Class Members and Aggrieved Employees. You should check the Administrator's website at **[redacted]** beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

The easiest way to read the Settlement Agreement, the Judgment or any other Settlement documents is to go to **[redacted]**'s website at **[redacted]**. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV29203. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT]**, OR YOU MAY ALSO CONTACT CLASS COUNSEL.**