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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

KENNETH WARTA JR. and MICHAEL
MUNOZ, individually, on behalf of all others
similarly situated, and on behalf of the State of
California and other aggrieved persons,

Plaintiffs,

v.

LOZANO PLUMBING SERVICES,
INCORPORATED, a corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: CVRI2304541

*[Assigned for All Purposes to the Hon.
Harold W. Hopp, Dept. 1]*

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

Preliminary Approval Hearing:

Date: July 7, 2026

Time: 8:30 a.m.

Dept.: 1

Reservation ID: 119201875815

Action Filed: August 29, 2023

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[PROPOSED] ORDER

Having reviewed Plaintiffs Kenneth Warta Jr. and Michael Munoz's (collectively "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of John G. Yslas, the Declaration of Lisa Mullins, the Declaration of Kenneth Warta Jr., the Declaration of Michael Munoz, and the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based on the terms set forth in the Settlement Agreement between Plaintiffs and Defendant Lozano Plumbing Services, Incorporated ("Defendant") attached to the Declaration of John G. Yslas in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 3**.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of \$800,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a \$40,000.00 allocation toward civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), 75% of which (\$30,000.00) will be paid to California's Labor & Workforce Development Agency ("LWDA") and 25% of which (\$10,000.00) will be paid to eligible Aggrieved Employees; (c) a Class Representative Service Payment of up to \$10,000.00 to each of the Plaintiffs (\$20,000.00 total); (d) Class Counsel's attorneys' fees, not to exceed one third (1/3) of the Gross Settlement Amount (currently estimated to be \$266,666.66), and up to \$35,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$7,500.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

1 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
2 and reasonable to the Class Members when balanced against the probable outcome of further
3 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
4 significant informal discovery, investigation, research, and litigation have been conducted such
5 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
6 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
7 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
8 the result of intensive, serious, and non-collusive negotiations between the Parties with the
9 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
10 that the Settlement Agreement was entered into in good faith.

11 4. A final approval hearing on the question of whether the proposed Settlement,
12 attorneys' fees and costs to Class Counsel, the PAGA Penalties, and the Class Representative
13 Service Payments should be finally approved as fair, reasonable and adequate as to the members
14 of the Class is hereby set in accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Class"): "all persons employed by Defendant in California and classified as an hourly-
17 paid non-exempt employee who worked for Defendant during the Class Period."

18 6. "Class Period" means the period from August 29, 2019, until Preliminary
19 Approval.

20 7. "Aggrieved Employees" means a person employed by Defendant in California
21 and classified as an hourly-paid non-exempt employee who worked for Defendant during the
22 PAGA Period.

23 8. "PAGA Period" means the period from September 22, 2022, to Preliminary
24 Approval.

25 9. The Court finds, for settlement purposes only, that the Settlement Class meets the
26 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
27 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
28 of law and fact that are common, or of general interest, to all Settlement Class Members, which

1 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
2 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
3 the interests of the Settlement Class Members; and (5) a class action is superior to other
4 available methods for the fair and efficient adjudication of the controversy.

5 10. The Court appoints as Class Representatives, for settlement purposes only,
6 Plaintiffs Kenneth Warta Jr. and Michael Munoz. The Court further preliminarily approves
7 Plaintiffs' ability to request a Class Representative Service Payment of up to \$10,000.00 for
8 each of the Plaintiffs (\$10,000.00 total).

9 11. The Court appoints, for settlement purposes only, John G. Yslas, Arrash T.
10 Fattahi, Arman A. Salehi, and Courtney M. Miller of Wilshire Law Firm, PLC, as Class Counsel.
11 The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of
12 up to one third (1/3) of the Gross Settlement Amount (currently estimated to be \$266,666.66),
13 and actual costs not to exceed \$7,500.00.

14 12. The Court appoints ILYM Group Inc. as the Settlement Administrator with
15 reasonable administration costs estimated not to exceed \$7,500.00. ILYM Group Inc. shall carry
16 out the services delineated in the Settlement Agreement.

17 13. The Court approves, as to form and content the Class Notice which includes a
18 Request for Exclusion Form and Objection Form (collectively "Class Notice"), attached hereto
19 as **Exhibit A**. The Court finds on a preliminary basis that plan for distribution of the Class
20 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
21 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
22 thereto.

23 14. The Administrator shall mail the Class Notice to Class Members via first-class
24 mail, as detailed in the Settlement Agreement. The Administrator shall translate the Class Notice
25 to Spanish and include the translation in the Class Notice it mails to Class Members.

26 15. The Administrator shall establish and maintain and use an internet website to post
27 information of interest to Class Members including the date, time and location for the Final
28 Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval,

the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, and the Final Approval Order and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

16. The Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel.

17. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement. A Class Member may either object to the Settlement in person at the Final Approval Hearing or can submit a timely and valid written objection. Counsel or the Settlement Administrator must give notice to any objecting party of any continuance of the Motion for Final Approval Hearing.

18. Any request for exclusion must be submitted to the Settlement Administrator rather than filed with the Court. The Settlement Administrator shall file a declaration concurrently with the Motion for Final Approval, authenticating a copy of every written objection and request for exclusion received by the Settlement Administrator. The Settlement Administrator shall redact any Social Security Numbers (or portion thereof) on every written objection and request for exclusion filed with the Court.

19. The Parties and the Settlement Administrator are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

20. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Settlement Administrator	15 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Settlement Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data

Response Deadline: Last day for Class Members to submit Objections to the Settlement, Requests for Exclusion, and challenges to Workweeks and/or Pay Periods	45 days after the Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file the Motion for Final Approval of Settlement, request for attorneys' fees and costs, and Class Representative Service Payments to Plaintiffs	16 court days before the Final Approval Hearing
Final Approval Hearing	November 10, 2026, at 8:30 a.m., in Dept. 1 of the above-referenced Court

21. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: _____

HON. HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT

Exhibit A

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

Kenneth Warta Jr., et al. v. Lozano Plumbing Services, Incorporated
Riverside County Superior Court Case No. CVRI2304541

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 Lozano Plumbing Services, Incorporated (“Lozano”) for alleged wage and hour violations. The Action was filed by former Lozano employees Kenneth Warta Jr. and Michael Munoz (“Plaintiffs”), and seeks payment of (1) unpaid minimum and straight time wages, (2) unpaid overtime, (3) unpaid meal period premiums, (4) unpaid rest break premiums, (5) untimely final wages, (6) inaccurate wage statements, (7) unreimbursed business expenses, and (8) unfair business practices for a class of hourly-paid or non-exempt employees (“Class Members”) who worked for Lozano during the Class Period (August 29, 2019 to [REDACTED]); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Lozano during the PAGA Period (September 22, 2022 to [REDACTED]) (“Aggrieved Employees”).

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

Based on Lozano’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 Lozano’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 Lozano’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** 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 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. The Court has determined only that there is evidence suggesting that the settlement is fair, adequate and reasonable but that a final determination will be made at the Final Approval Hearing. 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 Lozano to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Lozano.

If you worked for Lozano 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 Lozano.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the 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 Lozano, and, if you are an PAGA group Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Lozano 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 Lozano 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 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Lozano 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, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the ___ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, 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 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual 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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Lozano’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Lozano employees. The Action accuses Lozano of violating California labor laws by for Failure to Pay Minimum and Straight Time Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Breaks, Failure to Authorize and Permit Rest Periods, Failure to Timely Pay Final Wages at Termination, Failure to Provide Accurate Itemized Wage Statements, Failure to Indemnify Employees for Expenditures and Unfair Business Practices. 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 (“Class Counsel.”):

Wilshire Law Firm, PLC.
 John G. Yslas
 Arrash T. Fattahi

Arman A. Salehi
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017

Lozano strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Lozano or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Lozano hired an experienced, neutral mediator in an effort to resolve the Action by negotiating and to end 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 Lozano 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, Lozano 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) Lozano 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.

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

1. Lozano Will Pay \$800,000 as the Gross Settlement Amount (Gross Settlement). Lozano 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 Payments, 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, Lozano will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. 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 1/3 of the Gross Settlement (currently estimated to be \$266,666.66) to Class Counsel for attorneys’ fees and up to \$35,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$10,000.00 as a Class Representative Service Payment to each named plaintiff (\$20,000.00 total) for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$7,500.00 to the Administrator for services administering the Settlement.
- D. Up to \$40,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (\$30,000.00) and 25% in Individual PAGA Payments to the Aggrieved Employees (\$10,000.00) based on their PAGA 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.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and Lozano are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Lozano will separately pay employer payroll taxes it owes 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 Lozano 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 checks to the California Controller's Unclaimed Property Fund in the name of the Class Member
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should

be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Lozano.

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 Lozano 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 Lozano have agreed that, in either case, the Settlement will be void: Lozano will not pay any money and Class Members will not release any claims against Lozano.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Lozano has fully funded the Gross Settlement and separately paid all employer 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 Lozano 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:

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 (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including, e.g., Failure to Pay Minimum and Straight Time Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Breaks, Failure to Authorize and Permit Rest Periods, Failure to Timely Pay Final Wages at Termination, Failure to Provide Accurate Itemized Wage Statements, Failure to Indemnify Employees for Expenditures, and Unfair Business Practices. Except as set forth in Section 5.3 of this Agreement, Participating 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.

10. Aggrieved Employees 'PAGA Release. After the Court's judgment is final, and Lozano has paid the Gross Settlement and separately paid the employer-side payroll taxes, all 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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative PAGA Complaint and the PAGA Notice, including, e.g. Failure to Pay Minimum and Straight Time Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Breaks, Failure to Authorize and Permit Rest Periods, Failure to Timely Pay Final Wages at Termination, Failure to Provide Accurate Itemized Wage Statements, and Failure to Indemnify Employees for Expenditures.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,000.00 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 PAGA Group 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 Lozano's records, are stated in the first page of this Notice. You have until _____ 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 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Lozano's calculation of Workweeks and/or Pay Periods based on Lozano'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 Lozano's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. 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 PAGA Group Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

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, identify the Action as *Warta Jr., et al. v. Lozano Plumbing Services, Incorporated*, Case No. CVRI2304541, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits 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 _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Lozano are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as the Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website

_____ (url) _____ or the Court's website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Warta Jr., et al. v. Lozano Plumbing Services, Incorporated*, Case No. CVRI2304541, and include your name, current address, telephone number, and approximate dates of employment

for Lozano and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department 1 of the Riverside County Superior Court, Historic Courthouse, located at 4050 Main Street, Riverside, California 92501, also accessible online at <https://www.riverside.courts.ca.gov/general-information/remote-appearances/remote-appearance-meeting-numbers>. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. For more information on how to appear at the hearing virtually, please visit (<https://www.riverside.courts.ca.gov/remoteppearance>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Lozano and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity)'s website at _____ (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://epublic-access.riverside.courts.ca.gov/public-portal/?q=node/379> and entering the Case Number for the Action, Case No. CVRI2304541. The Settlement Agreement can be found as Exhibit 2 to the Declaration of John G. Yslas that was filed on [DATE].

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

Class Counsel:

Wilshire Law Firm, PLC.

John G. Yslas

Arrash T. Fattahi

Arman A. Salehi

660 S. Figueroa St., Sky Lobby

Los Angeles, CA 90017
Phone: (213) 784-3830
Email: john.yslas@wilshirelawfirm.com
arrash.fattahi@wilshirelawfirm.com
arman.salehi@wilshirelawfirm.com

Settlement Administrator:

ILYM Group, Inc.

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If you do not cash your check by the deadline stated on the check itself, the money will be sent to the California State Controller's Unclaimed Property Division. Should you not cash your check in a timely fashion, you may find out more about how to recover your money by visiting https://www.sco.ca.gov/search_upd.html.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

REQUEST FOR EXCLUSION FORM

Warta Jr., et al. v. Lozano Plumbing Services, Incorporated
Riverside County Superior Court Case No. CVRI2304541

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND RECEIVE AN INDIVIDUAL CLASS SETTLEMENT PAYMENT, DO NOT FILL OUT THIS FORM.

If you do not want to be included in this class action settlement, and do not want to receive an individual class settlement payment, complete, date, and sign this form and send it back to the Settlement Administrator, which must be timely faxed, emailed, or postmarked no later than [45 days after Class Notice is Mailed]. You can send this form to the Settlement Administrator at:

[ADMINISTRATOR NAME]

Warta Jr., et al. v. Lozano Plumbing Services, Incorporated

[ADDRESS]

[EMAIL]

[FAX NUMBER]

If you submit this Request for Exclusion form, you will ***not*** receive an individual class settlement payment under the class action portion of the Settlement, and you will not be bound by the release set forth in the Settlement if the Court grants final approval of the Settlement. You will be excluded from the class action portion of the Settlement, and will not be a Class Member.

If you are entitled to receive a share of the PAGA Penalties, you will receive your Individual PAGA Payment even if you elect to exclude yourself from the class action portion of the Settlement. The employees who are entitled to receive a share of the PAGA Penalties are those who meet the following definition: person employed by Defendant in California and classified as an hourly-paid non-exempt employee who worked for Defendant during the PAGA Period (September 22, 2022 to [REDACTED]). Defendant is Lozano Plumbing Services, Incorporated.

By completing, signing, and returning this form, you are confirming your agreement with the following statement:

I have received notice of the proposed Settlement in this class action lawsuit, and I wish to be excluded from the class settlement. I understand by requesting exclusion from the class settlement, I will not receive any money from the class settlement, but I will retain whatever individual rights I may have, if any, to pursue a claim against the Defendant with respect to the class claims raised in the above-referenced lawsuit.

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security Number: XXX-XX-_____

Date: _____

Signature: _____

OBJECTION FORM

Warta Jr., et al. v. Lozano Plumbing Services, Incorporated
Riverside County Superior Court Case No. CVRI2304541

If you want to object to the Class Settlement, complete, date, and sign this form and send it back to the Settlement Administrator. For the written objection to be considered timely, it must be faxed, emailed, or postmarked to the Administrator no later than [45 days after Class Notice is Mailed]. You can send this form to the Settlement Administrator at:

[ADMINISTRATOR NAME]

Warta Jr., et al. v. Lozano Plumbing Services, Incorporated

[ADDRESS]

[EMAIL]

[FAX NUMBER]

If you choose, you may object to the proposed Settlement. The Court will consider your objection before deciding whether to grant final approval of the Class Action Settlement. By objecting, you are requesting that the Court *not* grant final approval of Settlement. If you are concerned that the settlement terms are unfair, you may submit an objection for the Court's review. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will get your individual class settlement payment and the release of claims will apply to you.

If you wish to object to the Settlement, you may complete this Objection form and state the basis for your objection, or you may write your objection in any other written format you choose. Alternatively, you may appear at the Final Approval Hearing and make your objection to the Court regardless of whether you submit a written objection. Send the completed Objection form or other written statement, along with legal briefs or other documents that support your objection, if any, by sending it to the Settlement Administrator no later than [45 days after Class Notice is Mailed].

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security Number: XXX-XX-_____

Date: _____

Signature: _____