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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

HENRY CORLEW, 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.

SUPERIOR DUCT FABRICATION, INC., a  
California corporation; and DOES 1 through  
100, inclusive,

Defendants.

Case No. 22STCV13075

Honorable Kenneth R. Freeman  
Department 14

**CLASS ACTION**

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

Date: March 25, 2025

Time: 11:00 a.m.

Department: 14

Complaint Filed: April 18, 2022

FAC Filed: September 4, 2024

Trial Date: None Set

1 This matter has come before the Honorable Kenneth R. Freeman in Department 14 of the  
2 Superior Court of the State of California, for the County of Los Angeles, on March 25, 2025 11:00  
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.  
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Henry Corlew ("Plaintiff"), individually  
5 and on behalf of all others similarly situated and other aggrieved employees, and FISHER &  
6 PHILLIPS LLP appears as counsel for Defendant Superior Ducts Fabrication, Inc. ("Defendant").

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

10 **IT IS HEREBY ORDERED THAT:**

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

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

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

27 4. The Court preliminarily finds that the Settlement, including the allocations for the  
28 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Enhancement

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

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

17         6.         The Court conditionally certifies, for settlement purposes only, the Class, defined as  
18 follows:

19                 All current and former hourly-paid or non-exempt employees of Superior Duct  
20                 Fabrication in California employed during the Class period.

21         7.         The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Helene Mayer  
22 of Lawyers for Justice, PC as Class Counsel.

23         8.         The Court provisionally appoints Plaintiff Henry Corlew as the Class  
24 Representative.

25         9.         The Court provisionally appoints Phoenix Class Action Administration Solutions to  
26 handle the administration of the Settlement ("Administrator").

27         10.        Within 15 calendar days after the Court grants Preliminary Approval of the  
28 Settlement, Defendant shall provide the Administrator with the Class Data in conformity with the  
Agreement.

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

14           12.       The Court hereby preliminarily approves the proposed procedure, set forth in the  
15 Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be  
16 excluded from the Class Settlement by submitting a timely and valid written Request for Exclusion  
17 no later than 60 calendar days from the initial mailing of the Class Notice (“Response Deadline”),  
18 or, in the case of a re-mailed Class Notice, the Response Deadline shall be the later of 60 calendar  
19 days after the initial mailing or 14 calendar days from the re-mailing. Any Class Member who  
20 submits a Request for Exclusion from the Class Settlement is prohibited from making any  
21 objections to the Class Settlement. Any Class Member who submits a timely and valid Request for  
22 Exclusion will not be a Participating Class Member and will not have any right to object, appeal,  
23 or comment on the Class Settlement. Class Members who do not submit a timely and valid Request  
24 for Exclusion by the Response Deadline shall be bound by the terms of this Agreement, any Court  
25 order approving the terms of the Settlement, and the Final Approval Order and Judgment entered  
26 thereon. Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they  
27 exercise their option to opt out of the Class Settlement.

28 ///

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

14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Enhancement Award, PAGA Penalties, and Administration Expenses Payment, along with the appropriate declarations and supporting evidence, including the Administrator's declaration by \_\_\_\_\_, to be heard at the Final Approval Hearing.

15. Only Participating Class Members who do not request exclusion from the Class Settlement may object to the Class Settlement by submitting a written objection to the Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval Hearing, regardless of whether they submitted a written objection. The objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement. A Participating Class Member who does not object prior to or at the Final Approval Hearing will be deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

16. The Settlement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,

wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

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

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

**IT IS SO ORDERED.**

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

By: \_\_\_\_\_  
The Honorable Kenneth R. Freeman  
Judge of the Superior Court

# **EXHIBIT A**

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

***Henry Corlew v. Superior Duct Fabrication, Inc.*, currently pending before the Superior Court of the  
State of California, County of Los Angeles, Case No. 22STCV13075**

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

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                             | <p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Individual Settlement Payment is: \$&lt;&lt; [REDACTED] &gt;&gt;. See the explanation below.</b></p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.</p> |
| <b>Exclude Yourself</b>                                             | <p>If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive <b>no money from the Settlement</b>. Instructions are set forth below, except that you will still receive your Individual PAGA Payment.</p>                                                                                                                                                                                             |
| <b>Object</b>                                                       | <p>You may write to the Court about why you do not like the settlement. Directions are provided below.</p>                                                                                                                                                                                                                                                                                                                                                                                                                       |

**1. Why did I get this Notice?**

A proposed class action settlement (the “Settlement”) of this lawsuit entitled *Henry Corlew v. Superior Duct Fabrication, Inc.*, Case Nos. 22STCV13075 (the “Action”), currently pending before the Superior Court of the State of California, County of Los Angeles (the “Court”) has been reached Henry Corlew (“Plaintiff”) and Superior Ducts Fabrication, Inc. (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

**You have received this Class Notice because you have been identified as a Settlement Class Member, which is defined as:**

All current and former hourly-paid or non-exempt employees of Superior Duct Fabrication in California employed during the Class Period.

The “Class Period” is the period from April 18, 2018 through March 13, 2024.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

## 2. What is this class action lawsuit about?

On April, 18, 2022, Plaintiff commenced this Action by filing a Class Action Complaint For Damages alleging causes of action against Defendant for (1) failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, and 1198 and applicable Industrial Welfare Commission (“IWC”) Wage Orders; (2) failure to provide meal periods and associated premiums pursuant to California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders; (3) failure to provide rest periods and associated premiums pursuant to California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and applicable IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and applicable IWC Wage Orders; (6) failure to timely pay wages during employment pursuant to California Labor Code section 204 and applicable IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and applicable IWC Wage Orders; (8) failure to keep complete or accurate payroll records pursuant to California Labor Code section 1174(d) and applicable IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and applicable IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, *et seq.* based on the aforementioned. On September 4, 2024, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”), which added a cause of action for civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code section 2698 *et seq.* (“PAGA”) based on the aforementioned California Labor Code violations.

On August 16, 2023, the Parties participated in a full-day, private mediation with Steve Rottman, Esq., an experienced mediator who is well-versed in putative class and representative actions. Through that process Mr. Rottman made a mediator’s proposal which was accepted by the Parties, and with Mr. Rottman’s assistance, the Parties reached an agreement to resolve the Action. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representatives, and the law firm of Lawyers *for* Justice, PC to serve as Class Counsel.

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class at least minimum wage for all hours worked, paid all overtime owed, and paid all wages due them at the time of their terminations; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant reimbursed members of the class for all reasonably necessary business expenses; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

## 3. What are the terms of the Settlement?

Total Settlement Amount. Defendant has agreed to pay One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) (the “Total Settlement Amount”) to fund the settlement. The Total Settlement Amount includes the payment of all Individual Settlement Payments to Participating Class Members, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, Litigation Expenses Payment, the PAGA Penalties, and the Enhancement Award to the Plaintiff. Defendant will be responsible for paying any employer share of payroll taxes on any Individual Settlement Payments separate and apart from the Total Settlement Amount.

Within fourteen (14) calendar days following the Effective Date, Defendant will fund the Total Settlement Amount, plus the employer’s side payroll taxes, by depositing the money into a settlement fund account maintained by the third-party Administrator.

Amounts to be Paid from the Total Settlement Amount. The Settlement provides for certain payments to be made from the Total Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Total Settlement Amount before settlement payments are made to Settlement Class Members, as follows:

- Administration Expenses. Payment to the Administrator, estimated not to exceed \$10,000.00, for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Class Counsel Fees and Litigation Expenses. Subject to Court approval, Class Counsel shall seek a Class Counsel Fees Payment in an amount equal to one-third of the Total Settlement Amount currently estimated to be \$396,000.00 for reasonable attorneys' fees, plus costs and expenses supported by declaration not to exceed \$25,000.00. The Class Counsel Fees and Litigation Expenses Payments are intended to compensate and reimburse Class Counsel for all of the work already performed and all of the work remaining to be performed by Class Counsel in documenting the settlement, securing Court approval of the settlement, administering the settlement, and making sure that the settlement is fairly administered and implemented.
- Enhancement Award. Enhancement Award of up to \$7,500.00 to Plaintiff Henry Corlew, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, for their complete release of all claims, and for the risks he undertook.
- PAGA Penalties. A payment of \$120,000.00 relating to Plaintiff's claim under the Private Attorney General's Act ("PAGA"), \$90,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$30,000.00 will be distributed to Aggrieved Employees which are all hourly non-exempt employees who have worked for Superior Duct Fabrication for at least one day during the PAGA Period, which means the period from April 18, 2021 through March 13, 2024.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Administration Expenses, Class Counsel Fees and Litigation Expenses Payments, Enhancement Awards and the PAGA Penalties are deducted from the Total Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). The Individual Settlement Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked for all Participating Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Class Member's workweeks worked that occurred during the Class Period.

**If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 20% of each Individual Settlement Payment constitutes wages in the form of back-pay (and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment) and 80% of each Individual Settlement Payment constitutes interest, penalties, and other non-wage payments (and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment). Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

#### **4. What Do I Release Under the Settlement?**

Released Class Claims. Upon the Effective Date and full funding of the Total Settlement Amount, 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, that arose during the Class Period, based on the facts and legal assertions stated in the Operative Complaint, including any and all claims involving any alleged (1) failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, 1198, and applicable IWC Wage Orders; (2) failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512(a) and applicable IWC Wage Orders; (3) failure to provide rest periods pursuant to California Labor Code section 226.7 and applicable IWC Wage Orders; (4) failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and applicable IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and applicable IWC Wage Orders; (6) failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and applicable IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226(a) and applicable IWC Wage Orders; (8) failure to maintain adequate payroll records pursuant to California Labor Code sections 1174(d) and 1174.5 and applicable IWC Wage Orders; (9) failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and applicable IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, et seq. (the “Released Class Claims”). This release also includes claims under California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804. 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.

Released Parties. Released Parties means Superior Duct Fabrication and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in this Action will apply to you and legally bind you.

Released PAGA Claims. Upon the Effective Date and full funding of the Total Settlement Amount, all Aggrieved Employees, , whether or not they are a Participating Class Member, 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 civil penalties under the Private Attorneys General Act, California Labor Code § 2699, et seq. that were alleged, or reasonably could have been alleged, that arose during the PAGA Period, based on the facts and legal assertions stated in the Operative Complaint and the PAGA Notice including any and all claims for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and IWC Wage Orders.

#### **5. How much will my payment be?**

Defendant’s records reflect that you have << [REDACTED] >> Workweeks worked during the Class Period.

Based on this information, your estimated Individual Settlement Payment is << [REDACTED] >>.

Defendant's records reflect that you have << [REDACTED] >> PAGA Pay Periods worked during the PAGA Period.

Based on this information, your estimated Individual PAGA Payment is << [REDACTED] >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Notice no later than [REDACTED], 2025 [sixty (60) days after the Notice].

#### 6. How can I get a payment?

**To get money from the settlement, you do not have to do anything.** A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Phoenix Class Action Administration Solutions at (800) [REDACTED].

The Court will hold a hearing on [REDACTED] to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms.**

To opt out, you must submit to the Administrator, by First Class Mail or email, a written, signed and dated Request for Exclusion postmarked no later than [REDACTED], 2025. The Request for Exclusion must state in substance: "I wish to exclude myself from the Settlement in *Henry Corlew v. Superior Duct Fabrication, Inc.*, currently pending before the Superior Court of the State of California, County of Los Angeles, Case No. 22STCV13075. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

The address for the Administrator is [REDACTED]; the email address for the Administrator is [REDACTED]. Written requests for exclusion that are postmarked after [REDACTED], 2025, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

#### 8. How do I tell the Court that I don't like the Settlement?

Any Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections must be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All objections or other correspondence must also state the name and number of the case, which is *Henry Corlew v. Superior Duct Fabrication, Inc.*, currently pending before the Superior Court of the State of California, County of Los Angeles, Case No. 22STCV13075.

To object to the Settlement, you must not opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by

appeal or otherwise.

The objections must be delivered or mailed to the Administrator no later than [REDACTED], 2025 with copies to the Parties' counsel. The address for the Administrator is [REDACTED].

The addresses for the Parties' counsel are as follows:

| To Plaintiff:                                                                                                                                                       | To Defendant:                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b>LAWYERS for JUSTICE, PC</b><br>Arby Aiwezian, Esq.<br>Joanna Ghosh, Esq.<br>Helene Mayer, Esq.<br>450 North Brand Blvd., Suite 900<br>Glendale, California 91203 | <b>FISHER &amp; PHILLIPS LLP</b><br>Lonnie D. Giamela, Esq.<br>444 South Flower Street, Suite 1500<br>Los Angeles, California 90071 |

The Court will hold a Final Approval Hearing at 00:00 AM/PM on [REDACTED], at the Los Angeles County Superior Court, located at 312 N Spring St., Los Angeles, CA 90012 in Department 14 before Hon. Kenneth R. Freeman. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

#### 10. How do I get more information about the Settlement?

You may call the Administrator at [REDACTED] or write to: *Henry Corlew v. Superior Duct Fabrication, Inc.*, Superior Court of the State of California, County of Los Angeles, Case No. 22STCV13075 Administrator, c/o [REDACTED].

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to the Plaintiff's counsel.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

#### IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. Any unclaimed funds as a result of the failure to cash Individual Settlement Payment checks by the void date shall be distributed to Legal Aid at Work pursuant to Code of Civil Procedure section 384. If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.