

D.LAW, INC.

Emil Davtyan (SBN 299363)

Emil@d.law

David Yeremian, Esq. (SBN 226337)

d.yeremian@d.law

Enoch J. Kim, Esq. (SBN 261146)

e.kim@d.law

Marta Manus, Esq. (SBN 260132)

m.manus@d.law

450 N. Brand Blvd. Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

Attorneys for Plaintiff SHARON ELIZABETH HERBERT,
on behalf of herself and all others similarly situated

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

SHARON ELIZABETH HERBERT, on
behalf of herself and all others similarly
situated,

Plaintiffs,

v.

FRIEDMAN'S HOME IMPROVEMENT,
a California corporation; and DOES 1 to
10, inclusive,

Defendants.

) CLASS ACTION

) Case No.: 23CV01246

) Assigned for All Purposes To:
) Hon. Oscar A. Pardo

) **[PROPOSED] ORDER GRANTING**
) **PLAINTIFF'S MOTION FOR**
) **PRELIMINARY APPROVAL OF**
) **CLASS AND REPRESENTATIVE**
) **ACTION SETTLEMENT**

) Date: February 11, 2026

) Time: 3:00 p.m.

) Dept.: 19

) Complaint filed: October 27, 2023

) FAC filed: January 3, 2024

) Trial Date: Not set

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2 On February 11, 2026, the Court conducted a hearing on the unopposed Motion for
3 Preliminary Approval of Class Action and PAGA Settlement Agreement filed by named Plaintiff
4 Sharon Elizabeth Herbert (“Plaintiff”) on behalf of herself and all others similarly situated.

5 The Court has reviewed and considered the Memorandum of Points and Authorities in
6 support of the Motion, the Declaration of Counsel and the exhibits in support of the Motion,
7 including the Class Action and PAGA Settlement Agreement (“Settlement Agreement” or
8 “Settlement”) between Plaintiff and Defendant Friedman’s Home Improvement (“Defendant”)
9 (Plaintiff and Defendant shall be referred to collectively as the “Parties”).

10 This Order hereby incorporates by reference the definitions in the Settlement Agreement
11 as though fully set forth herein, and all terms used herein shall have the same meaning as set
12 forth in the Settlement Agreement.

13 NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY**
14 **MAKES THE FOLLOWING FINDINGS:**

15 1. The Court finds on a preliminary basis that the proposed Settlement falls within
16 the range of reasonableness, and the terms of Settlement, as set forth in the Settlement
17 Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet
18 the requirements for preliminary approval, subject only to any objections that may be raised
19 before or at the Final Fairness and Approval Hearing. It appears to the Court that the
20 Settlement’s terms are fair, adequate, and reasonable as to all potential Class Members when
21 balanced against the probable outcome of further litigation, given the risks relating to liability
22 and damages. It further appears that extensive investigation and research have been conducted
23 such that counsel for the Parties at this time are reasonably able to evaluate their respective
24 positions. It further appears to the Court that the Settlement at this time would avoid substantial
25 additional costs by all Parties, as well as the delay and risks that would be presented by the
26 further prosecution of the Action. It appears the Settlement has been reached as a result of
27 intensive, arm’s-length negotiations utilizing an experienced third-party neutral.

28 2. The Court further finds, for settlement purposes only, that the requirements of

1 California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are
2 satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class
3 described in the Motion for Preliminary Approval and Settlement Agreement:

4 All non-exempt employees employed by Defendant in California at any time from
5 October 27, 2019, through July 14, 2025 (the “Class Period”).

6 3. The Court further finds the PAGA allocation in the Settlement Agreement is fair,
7 adequate and reasonable, and approved the following representative group of Aggrieved
8 Employees as governed by the Settlement Agreement with respect to the representative PAGA
9 claim:

10 All non-exempt employees employed by Defendant in California any time from October
11 27, 2022, through July 14, 2025 (the “PAGA Period”).

12 4. The Court further finds that the moving papers presented for the Court’s review
13 set forth a plan to provide proper notice to the Class of the terms of the Settlement and the
14 options available to the Class, including the ability of the Class Members to opt-out or submit a
15 Request for Exclusion to the Settlement and not be bound by the Settlement Agreement or
16 receive any Individual Class Payment under it; to object to the terms of the Settlement; or to do
17 nothing and receive an Individual Class Payment and be bound by the terms of the Settlement.
18 Plaintiff has submitted to the Court a proposed Class Notice.

19 As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT:**

20 1. The Court hereby preliminarily approves the proposed Settlement upon the
21 terms, conditions, and all release language set forth in the Settlement Agreement.

22 2. The Court conditionally certifies and approves, for settlement purposes only, the
23 Class described above.

24 3. For the purposes of this Settlement, Emil Davtyan, Esq., David Yeremian, Esq.,
25 Enoch J. Kim, Esq., and Marta Manus, Esq., and the other attorneys of D.Law, Inc. (“Class
26 Counsel”) are hereby preliminarily appointed as Class Counsel and shall represent the Class
27 Members in this Action.

28 4. For the purposes of this Settlement, Plaintiff Sharon Elizabeth Herbert is hereby

1 preliminarily appointed as the Class Representative for the Class.

2 5. The Court preliminarily approves Rust Consulting, Inc. as the Administrator. The
3 procedures for paying the Administration Expense Payment, as set forth in the Settlement
4 Agreement, are approved. Rust Consulting, Inc. is directed to perform all responsibilities of the
5 Administrator as set forth in the Settlement Agreement. Once entered, Rust Consulting, Inc.,
6 will also post the Judgment in this matter on its website.

7 6. The Court hereby preliminarily approves, as to form and content, the Class
8 Notice, attached as Exhibit A to the Settlement Agreement, which is attached as Exhibit 1 to the
9 Declaration of Marta Manus in Support of Plaintiff's Motion for Preliminary Approval of Class
10 Action and PAGA Settlement. The Class Notice will be translated into Spanish. The Class
11 Notice is also attached hereto as **Exhibit 1**. The Court finds that the dates and procedure for
12 mailing and distributing the Class Notice in the manner set forth in Paragraph 7 of this Order
13 meet the requirements of due process and are the best notice practicable under the circumstances
14 and shall constitute due and sufficient notice to all persons entitled thereto.

15 7. The Court directs the mailing of the Court-approved Class Notice via first class
16 mail to the Class Members in accordance with the schedule and procedures set forth in the
17 Settlement Agreement.

18 a. Within fourteen (14) calendar days of the date of preliminary approval of this
19 Settlement, Defendant shall provide to the Administrator the Class Data; and

20 b. Within fourteen (14) calendar days of receiving the Class Data from
21 Defendant the Administrator shall mail by First-Class United States mail the
22 Class Notice to each Class Member. The Administrator shall conduct a
23 National Change of Address database search before mailing and will also use
24 the most recent address available to the Administrator for mail delivery. Any
25 returned mail with a forwarding address from the U.S. Postal Service shall be
26 promptly re-mailed to the new address. The Administrator shall perform a
27 skip trace search for a new address for any returned mail without a
28 forwarding address.

1 8. The procedures for Class Members to opt-out by submitting a Request for
2 Exclusion, as set forth in the Class Notice and Settlement Agreement, are approved. The time
3 for Class Members to submit a Request for Exclusion shall be forty-five (45) days after the date
4 of the first mailing of the Notices. This date shall be extended by fourteen (14) calendar dates if
5 the Notice is returned as undeliverable and then remailed to a correct or forwarding address of a
6 Class Member.

7 9. The procedures for Class Members to object to the Settlement, as set forth in the
8 Class Notice and Settlement Agreement, are approved. The time for Class Members to object to
9 the Settlement shall be forty-five (45) days after the date of the first mailing of the Class
10 Notices. This date shall be extended by fourteen (14) calendar dates if the Class Notice is
11 returned as undeliverable and remailed to a correct or forwarding address of a Class Member.
12 Class Members may appear at the Final Approval Hearing, on their own or through a counsel
13 retained at their expense, to present their objection, whether or not they submitted a prior written
14 objection as provided in the Settlement Agreement.

15 10. The procedures for Class Members to dispute the number of Workweeks and/or
16 PAGA Pay Periods worked, as set forth in the Class Notice and Settlement Agreement, are
17 approved. The time for Class Members to submit a Workweek and or PAGA Pay Period dispute
18 shall be forty-five (45) days after the date of the first mailing of the Class Notices. This date
19 shall be extended by fourteen (14) calendar dates if the Class Notice is returned as undeliverable
20 and then remailed to a correct or forwarding address of a Class Member.

21 11. The Court hereby preliminarily approves the definition and disposition of the
22 Gross Settlement Amount as that term is defined in the Settlement Agreement as well as the
23 non-monetary relief provided in the Settlement Agreement. The Court preliminarily approves
24 the distribution of the Gross Settlement Amount; all subject to the Court's final approval of the
25 Settlement at the Final Approval Hearing. Assuming the Settlement receives final approval,
26 Defendant shall be required to pay only the Gross Settlement Amount in the total amount of
27 \$2,200,000.00 plus the employer's share of taxes due as a result of this Settlement on a non-
28 reversionary basis that covers all payments to Class Members. Additional proposed

disbursements are as follows:

Class Counsel Fees Payment	Up \$733,333.33 (1/3 of the Gross Settlement Amount)
Class Counsel Litigation Expenses Payment	Up to \$30,000
Administration Costs	Not to exceed \$20,000
Class Representative Service Award	Up to \$10,000 to Plaintiff Sharon Elizabeth Herbert
PAGA Penalties	\$30,000 (\$22,500 to LWDA; \$7,500 to Aggrieved Employees)

12. A Final Approval Hearing (the “Hearing”) shall be held on _____, at _____. before the Honorable Oscar A. Pardo in Department 19 of the Sonoma County Superior Court. The purpose of such Hearing will be to: (a) determine whether the proposed Settlement should be finally approved by the Court as fair, reasonable and adequate; (b) determine the reasonableness of Class Counsel’s request for attorneys’ fees and costs and amount to be awarded; (c) determine the reasonableness of the Class Representative’s Service Award requested for the Class Representative and amount to be awarded; and (d) order entry of Judgment in the Class Action, which shall constitute a complete release and bar with respect to the Released Class Claims and Released PAGA Claims.

13. Class Counsel shall file and serve all papers in support of the Motion for Final Approval and any application for reimbursement of attorneys’ fees and costs, including any costs associated with or incurred by the Administrator, at least sixteen (16) court days before the Final Approval Hearing.

14. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. However, Class Counsel or the Administrator will give notice to any objecting party of any continuance of the Final Approval Hearing.

1 15. All further proceedings in this Action shall be stayed except such proceedings
2 necessary to review, approve, and implement this Settlement.

3 16. In the event: (i) the Court does not finally approve the Settlement as
4 contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order
5 as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence
6 of the Effective Date (as that term is defined by in the Settlement Agreement); or (iii) the
7 Settlement does not become final for any other reason, the Settlement and any related Class
8 shall be null and void and any order or judgment entered by this Court in furtherance of the
9 Settlement shall be deemed as void from the beginning. In such a case, the Parties and any
10 funds to be awarded under this Settlement shall be returned to their respective statuses as of the
11 date and time immediately prior to the execution of the Settlement, and the Parties shall proceed
12 in all respects as if no Class had been certified and the Settlement Agreement had not been
13 executed.

14 17. Neither the Settlement, preliminarily approved or not, nor any exhibit, document
15 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection
16 with the negotiation, execution or implementation of the Settlement, shall be admissible in
17 evidence for any reason except as provided in the Settlement Agreement and all amendments
18 thereto. The Court has made no findings on the merits, and the Defendant has denied the
19 allegations in the operative complaint.

20 18. The Court hereby preliminarily approves the PAGA portion of the settlement.

21 19. The Court reserves exclusive and continuing jurisdiction over the Action, the
22 Class Representative, the Class Members, and Defendant for purposes of supervising the
23 implementation, enforcement, construction, administration, and interpretation of the Settlement
24 Agreement pursuant to Code of Civil Procedure section 664.6.

25 20. The Court hereby orders the Parties and the Administrator to carry out their
26 duties and obligations in accordance with the terms of the Settlement Agreement.

GOOD CAUSE HAVING BEEN SHOWN, IT IS SO ORDERED.

Dated: _____

Honorable Oscar A. Pardo
Judge of the Superior Court

EXHIBIT 1

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Herbert, et al. v. Friedman's Home Improvement
(Sonoma County Superior Court, Case No. 23CV01246)

***The Sonoma County Superior Court 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 the settlement of a class action lawsuit ("Settlement") entitled *Herbert, et al. v. Friedman's Home Improvement* filed by named plaintiff Sharon Elizabeth Herbert ("Plaintiff") for alleged violations of the California Labor Code (the "Action") against Friedman's Home Improvement ("Defendant"). Plaintiff and Defendant are collectively referred to as the "Parties."

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys' fees on behalf of all Class Members, who are defined as all hourly or non-exempt employees employed by Defendant in California at any time from October 27, 2019, through July 14, 2025 (the "Class Period"); and (2) penalties under the California Private Attorneys General Act ("PAGA") on behalf of all Aggrieved Employees, who are defined as all hourly or non-exempt employees employed by Defendant in California any time from October 27, 2022, through July 14, 2025 (the "PAGA Period"). PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and all aggrieved employees for alleged violations of the Labor Code, and any payment for PAGA penalties shall be paid 75% to the LWDA and 25% to all PAGA Members as civil penalties (rather than wages). Defendant strongly disputes Plaintiff's allegations and claims and asserts that it has paid its employees in accordance with applicable law at all relevant times. The court has made no rulings or findings with regard to Plaintiff's claims.

The proposed Settlement has two main parts: (1) a class action settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments to PAGA Members and pay penalties to the LWDA. Based on Defendant's records, and the Parties' current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

[**CLASS MEMBER NAME**] [**ID/CONTROL NUMBER**]

Data for Estimated Individual Class Payment	
Weeks Worked during Class Period	<u>Estimated</u> Individual Class Payment
INSERT	INSERT

Data for Estimated Individual PAGA Payment	
Pay Periods worked during PAGA Period	<u>Estimated</u> Individual PAGA Payment
INSERT	INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment then, according to Defendant's records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work for Defendant in California during the PAGA Period.) If you believe that you worked a different number of weeks during the periods than is shown in the chart above, you can submit a dispute by [**DATE**] ("**Response Deadline**"). See **Section 4, subsection 3** of this notice.

In granting preliminarily approval of the proposed Settlement and approving this notice, the Court has determined

only that the proposed Settlement might be fair, adequate and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or do not act. Read this notice carefully. You will be deemed to have 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 Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant in California during the Settlement Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 below . <i>Defendant will not retaliate against you for participating or not participating in this Settlement.</i>
EXCLUDE YOURSELF	If you do not wish to participate in the Class portion of the proposed Settlement, you may "opt-out" of the Settlement of the Class Claims. If you choose to opt-out, you must submit a written request for exclusion by [DATE] (see Section 6 below for more details on how to opt-out). If you opt-out, you will no longer be a Participating Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will have the right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees. See Section 6 of this notice.
OBJECT	If you decide to object to the Class portion of the proposed Settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement by [DATE] (see Section 7 for more details on how to object). In the alternative, you may object verbally in person at the Final Approval Hearing.
DISPUTE THE NUMBER OF WEEKS WORKED AND/OR NUMBER OF PAY PERIODS	If you believe the number of workweeks and/or pay periods that you were credited with working in the chart above is incorrect, you may submit a dispute and any supporting evidence to Rust Consulting, Inc. (the "Administrator"), a third party responsible for sending this notice (see Section 4 for more details on how to submit a dispute). Defendant's records will be presumed correct, but you may provide evidence to the Administrator showing how many workweeks and/or pay periods you believe you should be credited, and the Administrator will consider your documentation and decide.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
DATE: DATE TIME: TIME	The Court's Final Approval Hearing is scheduled to take place on [DATE]. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. 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. See Section 8 of this notice.

1. WHAT IS THE ACTION ABOUT?

The Action accuses Defendant of violating California labor laws due to the alleged failure to pay all wages, failure

to pay all overtime wages, failure to provide all meal periods and rest breaks, failure to fully reimburse all work expenses, failure to timely pay wages upon separation of employment, failure to provide accurate itemized wage statements, and unfair and unlawful competition. Based on the same claims, Plaintiff also asserted a claim for civil penalties under PAGA.

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

Both Parties are represented by attorneys in the Action. See Section 9 below for the contact information for the attorneys representing Plaintiffs and for the third-party company responsible for administering this Settlement.

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

The Parties hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. By signing a lengthy written settlement agreement (“Agreement”), Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. In fact, Defendant contends that it has at all times complied with California law.

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits and has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at final hearing. 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. The Gross Settlement Amount. Defendant have agreed to pay a total gross settlement amount of \$2,200,000.00 (the “GSA”) and will deposit the GSA into an account controlled by the Administrator. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative’s Service Award, Class Counsel Fee Payment, Class Counsel Litigation Expenses payment, the Administrator’s Costs, and PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval of the settlement and that the Judgment entered by the Court becomes final, Defendant will fund the GSA, and payments will be made shortly thereafter. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Settlement Amount. At the Final Approval Hearing, Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third (1/3) of the Gross Settlement Amount to Class Counsel for attorneys’ fees (\$733,333.33), plus reasonable costs and expenses actually incurred in the Action, not to exceed \$30,000.00. To date, Class Counsel has incurred fees and expenses in the Action without receiving payment.

B. Up to \$10,000.00 to the Class Representative as a Service Payment for litigating the Action, working with Class Counsel, and representing the Class. The Service Payment will be the only monies the Plaintiff will receive other than the Individual Class Payment and any Individual PAGA payment.

C. Up to \$20,000.00 to the Administrator for services administering the Settlement.

D. \$30,000.00 for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of PAGA Pay Periods during the PAGA Period.

E. 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 remainder of the Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their pro rata share of total Workweeks the Participating Class Member worked during the Class Period.

4. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of ten percent (10%) of each Individual Class Payment to taxable wages (“Wage Portion”) and ninety percent (90%) to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer-side 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 the Parties have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the “void date”). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money. You will still be bound by the Judgment, even if you do not cash your check.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement not later than the Response Deadline. See Section 6 of this notice for details on how to Opt-Out.

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. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Rust Consulting, Inc. (the “Administrator”) to send this notice, calculate and make payments, and process Class Members’ requests for exclusion and objections. The Administrator will also assist the Parties with deciding any disputes over weeks worked, mail and re-mail (if necessary) 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 Defendant have fully funded the Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the “Released Parties” (which means Defendant and all of Defendant’s former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, owners, and assigns) based on the facts alleged in the Operative Complaint for the duration of the Class Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, rights, demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged, based on the facts alleged in the Operative Complaint, which occurred during the Class Period, including: failure to pay minimum wage; failure to pay overtime; failure to provide meal

periods; failure to authorize and permit rest breaks; failure to timely pay wages during employment; failure to timely pay final wages upon separation from employment; failure to reimburse for business expenses; failure to provide complete and accurate wage statements; unfair business practices; California Labor Code sections 200-203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802; and IWC Wage Order Nos. 1, 3, 5, 7, 9, 12. Except as Set Forth in Paragraph 66 of the Settlement 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 Settlement Period (the "Released Class Claims"). The Released Class Claims do not include civil penalties pursuant to PAGA.

10. Released PAGA Claims. 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 facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period ("Released PAGA Claims"), including those claims for civil penalties under PAGA for underlying violations of the California Labor Code for: failure to pay minimum wage; failure to pay overtime; failure to provide meal periods; failure to authorize and permit rest breaks; failure to timely pay wages during employment; failure to timely pay final wages upon separation from employment; failure to reimburse for business expenses; failure to provide complete and accurate wage statements; unfair business practices; California Labor Code sections 200-203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802; and IWC Wage Order Nos. 1, 3, 5, 7, 9, 12. The Released PAGA Claims apply to claims arising during the PAGA Period. The Released PAGA Claims do not include any Aggrieved Employees' individual (*i.e.* non-representative) claims for wages or damages.

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

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 during the Class Period, and (b) multiplying the result by each Participating Class Members' Workweeks during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,500.00 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods for each Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class and PAGA Periods, as recorded in Defendant' records, are stated in the tables on page 1 of this notice. You have until **DATE** (the "Response Deadline") to dispute the number of Workweeks or PAGA Pay Periods credited to you by submitting a dispute to the Administrator. Section 9 of this notice has the Administrator's contact information. You need to support your dispute by sending copies of pay stubs or other records. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendant' 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 and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if you are entitled to an Individual PAGA Payment).

2. Non-Participating Class Members/Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employees, including those who opt out of the Settlement.

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?

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement before the Response Deadline. To opt-out, you must send by fax, email, or mail, a signed letter that includes your name, address and email address or telephone number and that reasonably communicates your election to be excluded from the Class portion of the Settlement to the Administrator by the Response Deadline (as a reminder, the **"Response Deadline" is DATE**). Any person who submits a timely request for exclusion from the Class portion of the Settlement (1) will not have any rights under this Settlement, including the right to object to the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment, as to the Released Class Claims.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class portion of the Settlement remain eligible to receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. If you wish to object to the proposed Settlement, you may send by fax, email, or mail, a written objection to the Administrator and include any and all evidence and supporting documentation. Any written objections must be sent to the Administrator by the Response Deadline. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at the Final Approval Hearing.

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], at [REDACTED] a.m./p.m., the Court will hold a hearing in Department 19 of the Superior Court for the State of California, County of Sonoma located at 3055 Cleveland Avenue, Santa Rosa, CA, 95403 for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the proposed payment to the LWDA, and whether to approve Plaintiff's request for an Service Award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice if the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this notice or the Settlement itself, or if you did not receive this notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this notice be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them at the information below. You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Marta Manus in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement filed on [DATE] and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Sonoma, 3055 Cleveland Avenue, Santa Rosa, CA, 95403. You may also review the pleadings, records, and other papers on file in this lawsuit online at <https://sonoma.courts.ca.gov/online-services>. To access the case file, click on "Civil Case Information," then type in the case number (23CV01246) where requested, and click "Search."

You may also email Class Counsel and request a copy of the Settlement Agreement.

You may also visit [URL] for information about upcoming hearings and to review case documents.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

The contact information for Class Counsel and the Administrator are below:

Class Counsel	Administrator
Enoch J. Kim e.kim@d.law Marta Manus m.manus@d.law D.LAW, INC. 450 N Brand Blvd, Suite 840 Glendale, CA 91203 Tel: (818) 962-6465	Name Mailing Address Telephone 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 your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

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.