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MARLENE DELGADO
10

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF RIVERSIDE—RIVERSIDE HISTORIC COURTHOUSE**

13 MARLENE DELGADO, on behalf of herself
14 and all others similarly situated,

15 Plaintiff,

16 vs.

17 L&P GROUP, INC., a California corporation;
18 and DOES 1–50, inclusive,
19

20 Defendants.
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24

Case No. CVRI2305262
[Assigned for All Purposes the Honorable
Harold W. Hopp of Department 1]

**[PROPOSED] ORDER GRANTING
PLAINTIFF MARLENE DELGADO'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
SETTLEMENT**

Hearing Information

Date: July 6, 2026
Time: 8:30 a.m.
Department: 1
Judge: Hon. Harold W. Hopp

Action Filed: October 4, 2023



1 The Motion of Plaintiff Marlene Delgado (hereafter referred to as “Plaintiff”) for Preliminary
2 Approval of a Class Action Settlement (the “Motion”) was considered by the Court, the Honorable
3 Harold W. Hopp presiding. The Court having considered the Motion, the Class Action and PAGA
4 Settlement Agreement and Class Notice (“Settlement” or “Settlement Agreement”), and supporting
5 papers, HEREBY ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class
7 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
8 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court has
9 determined only that there is sufficient evidence to suggest that the proposed settlement might be
10 fair, adequate, and reasonable, and that any final determination of those issues will be made at the
11 final hearing. The Court will make a determination at the hearing on the motion for final approval of
12 class action settlement (the “Final Approval Hearing”) as to whether the Settlement is fair, adequate
13 and reasonable to the Settlement Class.

14 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means all
15 persons currently or formerly employed by Defendant in California, as non-exempt, hourly-paid
16 employees during the Class Period. It shall be an opt-out class. The “Class Period” shall mean the
17 period of time from October 4, 2019, through September 3, 2024.

18 3. For purposes of this Preliminary Approval Order, the “PAGA Employees” means all
19 persons currently or formerly employed by Defendant in California, as non-exempt, hourly-paid
20 employees during the PAGA Period. There shall be no right to opt out of being a PAGA Employee.
21 The “PAGA Period” shall mean the period of time from October 4, 2022, through September 3,
22 2024.

23 4. Defendant represents that as of September 3, 2024 there are no more than
24 approximately 5,938 Workweeks worked during the Class Period. In the event the number of
25 Workweeks worked increases by more than 10%, or more than 6,531 Workweeks worked, then
26 Defendant shall, at its option, either (a) increase the GSA proportionally by the Workweeks in
27 excess of the 10%; or (b) cap the Class Period as of the date the number of Workweeks reaches but
28 does not exceed 10%. Under option (a) an increase by more than 10% shall mean should the



1 number of Workweeks increase by more than 10% through the Class Period, this will increase the
2 GSA proportionally over the 10% increase. For example, if the number of Workweeks increase by
3 11% through the Class Period, and Defendant elects option (a) set forth above, then the GSA shall
4 increase by 1%.

5 5. "Effective Date" means the date by when both of the following have occurred: (a) the
6 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
7 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
8 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one
9 or more Participating Class Members objects to the Settlement, the day after the deadline for filing a
10 notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after
11 the appellate court affirms the Judgment and issues a remittitur.

12 6. This action is provisionally certified pursuant to section 382 of the California Code of
13 Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
14 purposes of settlement only with respect to the proposed Settlement Class.

15 7. Not later than 15 days after the Court grants Preliminary Approval of the Settlement,
16 Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a
17 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
18 maintain the Class Data in confidence, use the Class Data and PAGA Data only for purposes of the
19 Settlement and for no other purpose, and restrict access to the Class Data and PAGA Data to
20 Administrator employees who need access to the Class Data to effect and perform under the
21 Settlement Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it
22 discovers that the Class Data or PAGA Data omitted Class Member or PAGA Employee identifying
23 information and to provide corrected or updated Class Data and/or PAGA Data as soon as
24 reasonably feasible. Without any extension of the deadline by which Defendant must send the Class
25 Data and/or PAGA Data to the Administrator, the Parties and their counsel will expeditiously use
26 best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
27 omitted Class Data and/or PAGA Data.

28 8. No later than three (3) business days after receipt of the Class Data and PAGA, the



1 Administrator shall notify Class Counsel that the list has been received and state the number of Class
2 Members, and Workweeks in the Class Data, and number of PAGA Employees and PAGA Period
3 Paychecks in the PAGA Data.

4 9. Using best efforts to perform as soon as possible, and in no event later than 14 days
5 after receiving the Class Data, the Administrator will send to all Class Members identified in the
6 Class Data, and PAGA Employees identified in the PAGA Data, via first-class United States Postal
7 Service (“USPS”) mail, the Notice Packet with Spanish translation, if applicable substantially in the
8 forms attached to this order as **Exhibits A, B, C, and D**. The first page of the Class Notice shall
9 prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA
10 Payment payable to the Class Member and/or PAGA Employee, and the numbers of Workweeks and
11 PAGA Period Paychecks (if applicable) used to calculate these amounts. Before mailing Notice Packets,
12 the Administrator shall update Class Member and PAGA Employee addresses using the National Change
13 of Address database.

14 10. Not later than 3 business days after the Administrator’s receipt of any Notice Packet
15 returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet using any
16 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
17 Administrator shall conduct a Class Member Address Search, and re-mail the Notice Packet to the
18 most current address obtained. The Administrator has no obligation to make further attempts to
19 locate or send Notice Packet to Class Members and PAGA Employees whose Notice Packet is
20 returned by the USPS a second time.

21 11. Class Counsel’s contact information is: Louis Benowitz, Esq., Benowitz Law
22 Corporation, 8605 Santa Monica Blvd., PMB 79183, West Hollywood, CA 90069; Carly Nese, Esq.,
23 Law Office of Carly Nese, PC, 100 Wilshire Boulevard, Suite 700, Santa Monica, CA 90401.
24 Defense Counsel’s contact information is Jasmine Shams, Esq., Lewis Brisbois Bisgaard & Smith
25 LLP, 633 W. 5th Street, Suite 4000, Los Angeles, CA 90071.

26 12. The deadlines for Class Members’ written objections, Challenges to Workweeks and
27 PAGA Period Paychecks (disputes), and Requests for Exclusion will be extended an additional 14
28 days beyond the 60 days otherwise provided in the Class Notice for all Class Members and PAGA



1 Employees whose notice is re-mailed. The Administrator will inform the Class Member and PAGA
2 Employee of the extended deadline with the re-mailed Notice Packet.

3 13. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
4 discovers any persons who believe they should have been included in the Class Data and/or PAGA
5 Data and should have received Notice Packet, the Parties will expeditiously meet and confer in
6 person or by telephone, and in good faith, in an effort to agree on whether to include them as Class
7 Members and/or PAGA Employees. If the Parties agree, such persons will be Class Members and
8 PAGA Employees entitled to the same rights as other Class Members and PAGA Employees, and
9 the Administrator will send, via email or overnight delivery, a Notice Packet requiring them to
10 exercise options under the Settlement Agreement not later than 14 days after receipt of Notice
11 Packet, or the deadline dates in the Notice Packet, which ever are later.

12 14. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out of)
13 the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request
14 for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus an
15 additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for Exclusion
16 is a letter from a Class Member or his/her representative that reasonably communicates the Class
17 Member's election to be excluded from the Settlement and includes the Class Member's name,
18 address and email address or telephone number. To be valid, a Request for Exclusion must be
19 timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate in
20 Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

21 15. The Administrator may not reject a Request for Exclusion as invalid because it fails
22 to contain all the information specified in the Class Notice. The Administrator shall accept any
23 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
24 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
25 determination shall be final and not appealable or otherwise susceptible to challenge. If the
26 Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator
27 may demand additional proof of the Class Member's identity. The Administrator's determination of
28 authenticity shall be final and not appealable or otherwise susceptible to challenge.



1 16. Every Class Member who does not submit a timely and valid Request for Exclusion is
2 deemed to be a Participating Class Member under the Settlement Agreement, entitled to all benefits
3 and bound by all terms and conditions of the Settlement, including but not limited to the
4 Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless
5 whether the Participating Class Member actually receives the Class Notice or objects to the
6 Settlement.

7 17. Every Class Member who submits a valid and timely Request for Exclusion is a Non-
8 Participating Class Member and shall not receive an Individual Class Payment or have the right to
9 object to the class action components of the Settlement, but shall remain a PAGA Employee and
10 eligible for an Individual PAGA Payment, assuming that such Class Member received a paycheck
11 from Defendant during the PAGA Period. Plaintiff and the State of California release all claims
12 for civil penalties that could have been sought by the Labor Commissioner for the violations
13 identified in Plaintiffs pre-filing letter to the LWDA; Plaintiff does not release the claim for wages
14 or damages of any Class Member or PAGA Employee unless such Class Member is a Participating
15 Class Member.

16 18. Challenges to Calculation of Workweeks and PAGA Period Paychecks. Each Class
17 Member and PAGA Employee shall have 60 days after the Administrator mails the Notice Packet
18 (plus an additional 14 days for Class Members and PAGA Employees whose Notice Packet is re-
19 mailed) to challenge the number of Class Workweeks (if any) allocated to the Class Member and
20 number of PAGA Period Paychecks allocated to the PAGA Employee in the Class Notice. This is
21 also known as a dispute. A Workweek and PAGA Period Paycheck Dispute form, attached as
22 Exhibit C, may be used for this purpose but is not required. The Class Member or PAGA Employee
23 may challenge the allocation by communicating with the Administrator via fax, email or mail. The
24 Administrator must encourage the challenging Class Member or PAGA Employee to submit
25 supporting documentation. In the absence of any contrary documentation, the Administrator is
26 entitled to presume that the Workweeks and PAGA Period Paychecks contained in the Class Notice
27 are correct so long as they are consistent with the Class Data and PAGA Data. The Administrator's
28 determination of each Class Member's allocation of Workweeks and each PAGA Employee's



1 allocation of PAGA Period Paychecks shall be final and not appealable or otherwise susceptible to
2 challenge. The Administrator shall promptly provide copies of all challenges to calculation of
3 Workweeks and/or PAGA Period Paychecks to Defense Counsel and Class Counsel and the
4 Administrator's determination as to such challenges.

5 19. Objections to Settlement. Only Participating Class Members may object to the class
6 action components of the Settlement and/or this Agreement, including contesting the fairness of the
7 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation
8 Expenses Payment and/or Class Representative Service Payment.

9 20. Participating Class Members may send written objections to the Administrator, by
10 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
11 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
12 Participating Class Member who elects to send a written objection to the Administrator must do so
13 not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional 14
14 days for Class Members whose Notice Packet was re-mailed). An Objection form attached as
15 Exhibit D may be used for this purpose but is not required.

16 21. Non-Participating Class Members have no right to object to any of the class action
17 components of the Settlement.

18 22. Not later than 14 days before the date by which Plaintiff is required to file the Motion
19 for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense
20 Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
21 compliance with all of its obligations under the Settlement Agreement, including, but not limited to,
22 its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing of
23 Notice Packets, attempts to locate Class Members and PAGA Employees, the total number of
24 Requests for Exclusion from Settlement it received (both valid or invalid), the number of written
25 objections and attach the Exclusion List. The Administrator will supplement its declaration as
26 needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the
27 Administrator's declaration(s) in Court.

28 23. The Court approves, as to form and content, the Class Notice in substantially the



1 form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in
2 substantially the form attached as Exhibit B to this Order, the Workweeks and PAGA Period
3 Paychecks Dispute form in substantially the form attached as Exhibit C to this Order, and the
4 Objection form in substantially the form attached as Exhibit D to this Order.

5 24. The Court approves, for settlement purposes only, Carly Nese of Law Office of Carly
6 Nese, PC and Louis Benowitz of Benowitz Law Corporation as Class Counsel.

7 25. The Court approves, for settlement purposes only, Marlene Delgado as the Class
8 Representative.

9 26. The Court approves Phoenix Class Action Administration Solutions as the
10 Administrator.

11 27. The Court preliminarily approves Class Counsel's request for attorneys' fees and
12 costs subject to final review by the Court.

13 28. The Court preliminarily approves the estimated Administrator costs payable to the
14 Administrator subject to final review by the Court.

15 29. The Court preliminarily approves Plaintiff's Class Representative Service Payment
16 subject to final review by the Court.

17 30. A Final Approval Hearing shall be held on _____, _____ at **8:30 a.m.** in
18 Department 1 of the Superior Court for the State of California, County of Riverside, located at the
19 Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501 to consider the fairness,
20 adequacy and reasonableness of the proposed Settlement preliminarily approved by this Preliminary
21 Approval Order, and to consider the application of Class Counsel for attorneys' fees and costs and
22 the Class Representative Service Payment to the Class Representative. The notice of motion and all
23 briefs and materials in support of the motion for final approval of class action settlement and motion
24 for attorneys' fees and litigation costs shall be served and filed with this Court on or before
25 _____ Plaintiff's counsel must give notice to any objecting party of any
26 continuance of the hearing of the motion for final approval.

27 ///

28 ///

1 31. If for any reason the Court does not execute and file a Final Approval Order and
2 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
3 proposed Settlement that is the subject of this Order, and all evidence and proceedings had in
4 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
5 litigation, as more specifically set forth in the Settlement.

6 32. The Court expressly reserves the right to adjourn or continue the Final Approval
7 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
8 prompt notice of any continuance to Settlement Class Members who object to the Settlement.

9 IT IS SO ORDERED.

10
11 Dated _____

12 BY _____

13 HON. HAROLD W. HOPP
14 Riverside County Superior Court Judge



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EXHIBIT A

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

Marlene Delgado v. L&P Group, Inc.
Riverside County Superior Court Case No. CVRI2305262

***The Superior Court for the State of California for the County of Riverside 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 and representative private attorney general action lawsuit ("Action") against L&P Group, Inc. ("Defendant") for alleged violations of California's labor laws. The Action was filed by one of Defendant's employees Marlene Delgado ("Plaintiff") and seeks payment of (1) wages and other relief for a class of all persons currently or formerly employed by Defendant in California, as non-exempt, hourly-paid employees during the Class Period (the "Class Members"). It shall be an opt-out class. The Class Period is October 4, 2019 to September 3, 2024; and (2) penalties under the California Private Attorney General Act ("PAGA") for PAGA Employees during the PAGA Period, which consists of all persons currently or formerly employed by Defendant in California, as non-exempt, hourly-paid employees during the period from October 4, 2022 to September 3, 2024. While Defendant disputes liability to Plaintiff and the Class Members, the parties nevertheless determined that a settlement of the case would be in their best interests.

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

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.** The estimated dollar value of a Workweek is <<\$increment type value>> and the estimated value of a PAGA Pay Period is <<\$increment type value>>. The actual amount you may receive likely will be different and will depend on a number of factors. The individual payments amounts will vary. However, the average Individual Class Payment to a Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average Individual PAGA Payment to a PAGA Employee is estimated to be <<\$Average Individual PAGA Payment Amount>>. The highest Individual Class Payment to a Class Member is estimated to be <<\$Highest Individual Class Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual Class Payment Amount>>. The highest Individual PAGA Payment to a PAGA Employee is estimated to be <<\$Highest Individual PAGA Payment Amount>> and the lowest is estimated to be <<\$Lowest Individual PAGA Payment Amount>>.

The above estimates are based on Defendant's records showing that **you worked** << >> **Workweeks** during the Class Period.

The above also estimates are based on Defendant's records showing that **you were issued** << >> **Paychecks** during the PAGA Period.

If you believe that you worked more Workweeks during the Class Period or received more paychecks during the PAGA 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 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 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 Plaintiff 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 Class Members to give up their rights to assert certain claims against Defendant.



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

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and Class Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims for California labor law violations against Defendant, and, if you are a PAGA Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-Out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <<RESPONSE DEADLINE>>	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. You can use the enclosed Election Not To Participate In Settlement form for this purpose. 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. Defendant must pay Individual PAGA Payments to all PAGA Employees and Plaintiff releases Defendant from civil penalties it may owe to the PAGA Employees.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <<RESPONSE DEADLINE>>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. You can use the enclosed Objection form for this purpose. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff 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 _____, _____ at 8:30 a.m. 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 whether or not they submitted a written objection. See Section 8 of this Notice.



You Can Challenge the Calculation of Your Workweeks

Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>

The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period, and how many paychecks you were issued during the PAGA Period. The number Class Period Workweeks you worked and number of PAGA Period Paychecks you were issued according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge them by <<RESPONSE DEADLINE>>. See Section 4 of this Notice. You can use the enclosed Workweeks and Paychecks Dispute form for this purpose.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA (Labor Code section 2698 and sections that follow) ("PAGA"). Plaintiff is represented by attorneys in the Action: Carly Nese of Law Office of Carly Nese, PC and Louis Benowitz of Benowitz Law Corporation ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. Accordingly, Defendant denies the allegations and claims made by the Plaintiff in this Action.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of and, risks associated with, 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, 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 and believe that the Agreement is fair and reasonable. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Class Members. 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?

The most important terms of the Settlement Agreement are as follows:

A. Gross Settlement Amount. Defendant Will Pay Five Hundred Twenty-Five Thousand Dollars and Zero Cents (\$525,000.00) as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account managed by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement 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.



1 B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or
2 Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which
3 will be decided by the Court at the Final Approval Hearing:

4 1. Attorney Fees and Costs. Up to \$175,000.00 (33.33% of the Gross Settlement) to Class
5 Counsel for attorneys' fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have worked and
6 incurred expenses on the Action without payment.

7 2. Class Representative Service Award. Up to \$10,000.00 as a Class Representative Service
8 Award to the Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class
9 Representative Service Award will be the only monies Plaintiff will receive by virtue of this Settlement other than
10 Plaintiff's Individual Class Payment and any Individual PAGA Payment.

11 3. Administration Expenses. Up to \$10,000.00 to the Administrator for services administering
12 the Settlement.

13 4. PAGA Penalties. Up to \$25,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA
14 Payment and 25% in Individual PAGA Payments to the Class Members based on their Class Period Workweeks.

15 Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

16 Defendant represents that as of September 3, 2024 there are no more than approximately 5,938 Workweeks worked
17 during the Class Period. In the event the number of Workweeks worked increases by more than 10%, or more than
18 6,531 Workweeks worked, then Defendant shall, at its option, either (a) increase the Gross Settlement Amount
19 proportionally by the Workweeks in excess of the 10%; or (b) cap the Class Period as of the date the number of
20 Workweeks reaches but does not exceed 10%. Under option (a) an increase by more than 10% shall mean should the
21 number of Workweeks increase by more than 10% through the Class Period, this will increase the GSA proportionally
22 over the 10% increase. For example, if the number of Workweeks increase by 11% through the Class Period, and
23 Defendant elects option (a) set forth above, then the GSA shall increase by 1%.

24 C. Net Settlement Distributed to Class Members. After making the above deductions in amounts
25 approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by
26 making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

27 D. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve
28 an allocation of 20.00% of each Individual Class Payment to taxable wages ("Wage Portion") and 80.00% to interest
and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2
Forms by Administrator. Defendant will separately pay employer payroll taxes it owes (i.e., the employer portion of
social security and Medicare taxes) 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 by the Administrator.

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

E. 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
Controller's Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should
consult the rules of the Unclaimed Property Fund for instructions on how to retrieve your money. You can contact the
Unclaimed Property Fund at (800) 992-4647.



1 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating
2 Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than
3 <<RESPONSE DEADLINE>>, that you wish to opt-out. The easiest way to notify the Administrator is to email, fax,
4 or mail a written and signed Request for Exclusion by the <<RESPONSE DEADLINE>> Response Deadline. The
5 Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's
6 name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. You may
7 use the enclosed Election Not To Participate In Settlement form for this purpose. Excluded Class Members (i.e., Non-
8 Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally
9 pursue claims against Defendant for alleged violations of California's labor laws, if any.

6 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class
7 Settlement (Non-Participating Class Members) remain PAGA Employees and are eligible for Individual PAGA
8 Payments, and, by virtue of the Settlement, the Plaintiff and the State of California releases Defendant from civil
9 penalties it may owe to the PAGA Employees.

9 G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court
10 will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will
11 enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will
12 be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

11 H. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration
12 Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members'
13 Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and PAGA
14 Period Paychecks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer
15 the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

14 I. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded
15 the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally
16 barred from asserting any of the claims released under the Settlement. This means that unless you opted out in writing
17 by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit
18 against Defendant or its officers, directors, employees, and agents for wages based on the Class Period facts and PAGA
19 penalties based on Class Period facts, as alleged in the Action and resolved by this Settlement.

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

19 All Participating Class Members, on behalf of themselves and their respective former and
20 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
21 release Released Parties from all claims stated in the Operative Complaint and those based
22 solely upon the facts alleged in the Operative Complaint. Except as set forth in Section 6.3 of
23 the Settlement Agreement, Participating Class Members do not release any other claims,
24 including claims for vested benefits, wrongful termination, violation of the Fair Employment
25 and Housing Act, unemployment insurance, disability, social security, workers' compensation,
26 or claims based on facts occurring outside the Class Period.

24 J. The PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross
25 Settlement (and separately paid the employer-side payroll taxes), Plaintiff and the State of California release all
26 claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in
27 Plaintiff's pre-filing letter to the LWDA; however, Plaintiff does not release the claim for wages or damages of any
28 PAGA Employee unless such PAGA Employee is a Participating Class Member.

1 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

2 The Administrator will calculate payments as follows:

3 A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a)
4 dividing the Net Settlement Amount by the total number of Workweek worked by all Participating Class Members, and
(b) multiplying the result by the number of Workweek worked by each individual Participating Class Member.

5 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a)
6 dividing \$8,750.00 by the total number of PAGA Period Paychecks issued to all PAGA Employees during the PAGA
Period and (b) multiplying the result by the number of PAGA Period Paychecks issued to each individual PAGA
Employee.

7 C. Workweek/Workweek Challenges and PAGA Period Paychecks/Paycheck Challenges. The number
8 of Class Workweeks you worked during the Class Period and the number of PAGA Period Paychecks you were issued
during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until
9 <<RESPONSE DEADLINE>> to challenge the number of Workweeks and/or PAGA Period Paychecks credited to
you. You can submit your challenge by signing and sending a letter to the Administrator by email, fax or regular U.S.
10 mail. You can use the enclosed Dispute form for this purpose. Section 9 of this Notice has the Administrator's contact
information.

11 You need to support your challenge by submitting copies of pay stubs or other records. The Administrator will
12 accept Defendant's calculation of Workweeks and PAGA Period Paychecks based on Defendant's records as accurate
unless you send copies of records containing contrary information. You should send copies rather than originals
13 because the documents will not be returned to you. The Administrator will resolve Workweek and PAGA Period
Challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating
14 Class Members and PAGA Employees) and Defendant's Counsel. The Administrator's decision is final. You can't
appeal or otherwise challenge its final decision.

15 **5. HOW WILL I GET PAID?**

16 The Administrator will distribute payments as follows:

17 A. Participating Class Members. The Administrator will send, by U.S. mail, one or more check(s) to every
18 Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Class
Members. Payment may be issued in the form of a single check that combines the Individual Class Payment and the
19 Individual PAGA Payment.

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

22 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.

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

24 Email, fax, or mail a written and signed letter with your name, present address, telephone number, and a simple
25 statement that you do not want to participate in the Settlement. You may use the enclosed Election Not To Participate
In Settlement form for this purpose. The Administrator will exclude you based on any writing you submit
26 communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Marlene
Delgado vs. L&P Group, Inc.*, Case No. CVRI2305262, and include your identifying information (full name, address,
27 telephone number, approximate dates of employment, and social security number for verification purposes). You must
make the request yourself. If someone else makes the request for you, it will not be valid. You should send your
28 Request for Exclusion to the Administrator by email, fax, or send by regular U.S. mail. **The Administrator must be
sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 of the Notice



has the Administrator's contact information. If you are a PAGA Employee, you will still 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. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiff 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 Plaintiff is requesting as a 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 and the Settlement Agreement on the Administrator's Website <<ADMINISTRATOR WEBSITE>> or the Court's website <<COURT WEBSITE>>.

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 Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is <<RESPONSE DEADLINE>>.** 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, Marlene Delgado v. L&P Group, Inc., Riverside County Superior Court Case No. CVRI2305262, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information. You may use the enclosed Objection form for this purpose. You should send your objection to the Administrator by email, fax, or send by regular U.S. mail.

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 <<FINAL APPROVAL HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 1 of the Riverside Superior Court, located at Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501. 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, Plaintiff, 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 by Zoom, <https://riverside-courts-ca.gov/zoomgov.com/j/1606384172>. If you wish to appear but cannot use Zoom, you may dial in at either (833) 568-8864 or (669) 254-5252 and enter the Meeting ID 160 638 4172.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. You may also check the Court's website for the most current information.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff 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 the Administrator's website at <<CLERK OF COURT'S PHONE NUMBER>>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

You may also consult the Riverside County Superior Court website at <https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access>. Once on this site, please use the "Case Number Search" feature, enter "CVRI2305262" as the Case Number, and download the "Declaration of Louis Benowitz in Support of Plaintiff's



1 Motion for Preliminary Approval of Class Action Settlement” (filed on April 15, 2026), where the Settlement
2 Agreement is attached as Exhibit 1.

3 You can also make an appointment to personally review court documents in the Clerk’s Office at the Riverside Historic
4 Courthouse by calling <<CLERK OF COURT’S PHONE NUMBER>>.

5 **DO NOT TELEPHONE THE RIVERSIDE COUNTY SUPERIOR COURT TO OBTAIN INFORMATION**
6 **ABOUT THE SETTLEMENT.**

7 Class Counsel

Name of Attorney:	Louis Benowitz	Carly Nese
Name of Firm:	BENOWITZ LAW CORPORATION	LAW OFFICE OF CARLY NESE, PC
Mailing Address:	8605 Santa Monica Boulevard PMB 79183 West Hollywood, CA 90069	100 Wilshire Boulevard Suite 700 Santa Monica, CA 90401
Phone:	(747) 233-1600	(310) 496-5827
Email:	Louis@BenowitzLaw.com	CNese@NeseLaw.com

12 Administrator

Name of Administrator:	PHOENIX
Mailing Address:	INSERT
Phone:	INSERT
Facsimile:	INSERT
Email:	INSERT

17 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

18 If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request
19 a replacement before the void date on the face of the original check. If your check is already void, you should consult
20 the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds. You
21 can contact the Unclaimed Property Fund at (800) 992-4647.

22 **11. WHAT IF I CHANGE MY ADDRESS?**

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

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3 **ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM**

4 *Marlene Delgado v. L&P Group, Inc.*
5 Riverside County Superior Court Case No. CVRI2305262

6 IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE FOR A SHARE
7 OF THE SETTLEMENT PROCEEDS, DO NOT FILL OUT THIS FORM.

8 IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST COMPLETE AND SIGN THIS
9 DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, EMAILED, FAXED, OR POSTMARKED NOT LATER
10 THAN <<RESPONSE DEADLINE>>:

11 Marlene Delgado v. L&P Group, Inc. Class Action Administrator

12 c/o _____

13 _____

14 I declare as follows: I have received notice of the proposed settlement in this action and I wish to be excluded from the
15 class and not to participate in the proposed settlement. I understand this means that I will not be bound by the Settlement
16 and also will not share in the settlement proceeds. I understand that exclusion from the Class Settlement will not result in
17 exclusion from the PAGA portion of the Settlement. If I am a PAGA Period Employee under the Settlement, I will still
18 receive an Individual PAGA Payment.

19 _____
20 (Typed or Printed Name)

21 _____
22 (Address)

23 _____
24 (City, State, Zip Code)

25 _____
26 (Telephone Number, Including Area Code)

27 _____
28 (Identification Number)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE: _____ SIGNATURE: _____



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EXHIBIT C

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EXHIBIT D

OBJECTION FORM

Marlene Delgado v. L&P Group, Inc.
Riverside County Superior Court Case No. CVRI2305262

Please verify and/or complete any missing identifying information:

THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU SHOULD EMAIL IT TO <<_____.COM>>, FAX IT TO <<XXX-XXX-XXXX>>, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE ADDRESS FOR THE ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.

IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM. THE ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.

The Court will consider your objection at the Final Approval Hearing if you timely submit it. Include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that you would like the Court to consider. However, you may speak to the Court at the final approval hearing whether or not you submit a timely objection.

☐ I OBJECT to the *Marlene Delgado v. L&P Group, Inc.* Settlement on the following grounds (if additional space necessary, please include additional sheets of paper):

☐ I am or will be represented by an attorney (provide name and address of attorney below if applicable):

Executed on _____, 2026

(Signature)

<<Name>>

(Printed Name)



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EMAIL TO THE ADMINISTRATOR: <<_____@_____.COM>>

FAX TO THE ADMINITRATOR: <<(XXX) XXX-XXXX>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL POSTMARKED NOT
LATER THAN <<RESPONSE DEADLINE>>:

Marlene Delgado v. L&P Group, Inc. Administrator

[ADDRESS]

<<_____>>

<<_____>>

<<_____>>



1 **PROOF OF SERVICE**

2 State of California,
3 County of Los Angeles

4 I, LOUIS BENOWITZ, declare:

5 1. I am a citizen of the United States and am employed in the County of Los Angeles,
6 State of California. I am over the age of 18 years, and not a party to the within action. My business
7 address is 8605 Santa Monica Boulevard, PMB 79183, West Hollywood, CA 90069.

8 2. On June 10, 2026, I served the foregoing document(s) described as **[PROPOSED]**
9 **ORDER GRANTING PLAINTIFF MARLENE DELGADO'S MOTION FOR**
10 **PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** on
interested parties by transmitting them in the manner(s) described below:

11 **Attorneys for Defendant**

12 Jasmine Shams
13 Lewis Brisbois Bisgaard & Smith LLP
14 Jasmine.Shams@lewisbrisbois.com
15 Gabriel.Hudson@lewisbrisbois.com

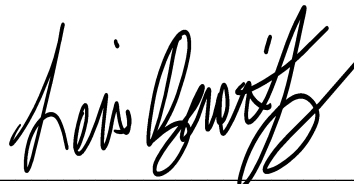
11 **Co-Counsel for Plaintiff**

12 Carly Nese
13 Law Office of Carly Nese, PC
14 CNese@NeseLaw.com

15 XXXX BY EMAIL: I transmitted a PDF version of this document by electronic mail to the persons
16 indicated using the email addresses indicated.

17 XXXX (STATE): I declare under penalty of perjury under the laws of the State of California that the
18 above is true and correct.

19 EXECUTED on June 10, 2026, at Manhattan Beach, California.

20 

21 _____
22 LOUIS BENOWITZ
23 Declarant
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