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

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

Plaintiff,

vs.

CATALINA ISLAND COMPANY, a
California corporation; SANTA
CATALINA ISLAND COMPANY, a
Delaware corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 24LBCV00582

Honorable Mark C. Kim
Department S27

CLASS ACTION

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

Date: March 6, 2025

Time: 8:30 a.m.

Department: S27

Reservation ID: Specially Set by Court

Complaint Filed: March 21, 2024

FAC Filed: August 19, 2024

Trial Date: None Set

1 This matter has come before the Honorable Mark C. Kim in Department S27 of the Superior
2 Court of the State of California, for the County of Los Angeles, on March 6, 2025 at 8:30 a.m. for
3 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Gregory Brule ("Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees, and Paul Hastings LLP appears as
6 counsel for Defendants Catalina Island Company and Santa Catalina Island Company
7 ("Defendants").

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 Agreement and Release (with Proposed Notice of Class and PAGA Action Settlement)
14 ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 3**" to the
15 Declaration of Melissa LeBlanc-Mansell in Support of Plaintiff's Motion for Preliminary Approval
16 of Class Action and PAGA Settlement. This is based on the Court's determination that the
17 Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

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

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

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

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

- 22 (a) All current and former hourly-paid or non-exempt employees who worked for
23 Defendants within the State of California at any time during the period of
24 February 29, 2020 through preliminary approval; and
25 (b) All current and former salaried maintenance managers or persons who held
26 similar job titles and/or performed similar job duties, who were classified by
27 Defendants as "exempt" and worked for Defendants within the State of
28 California during the period of February 29, 2020 through preliminary approval.

7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Melissa
LeBlanc-Mansell of Lawyers *for* Justice, PC as Class Counsel.

1 8. The Court provisionally appoints Plaintiff Gregory Brule as the Class
2 Representative.

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

5 10. Within 30 calendar days after entry of the Preliminary Approval Order, Defendant
6 shall provide the Administrator with the Class Data in conformity with the Settlement Agreement.

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

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

9 13. A Final Approval Hearing shall be held before this Court on
10 _____ at _____ a.m./p.m. in
11 Department S27 of the Superior Court of California for the County of Los Angeles, located at 275
12 Magnolia Avenue, Long Beach, California 90802, to determine all necessary matters concerning
13 the Settlement, including: whether the proposed settlement of the action on the terms and conditions
14 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
15 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether
16 the plan of allocation contained in the Settlement should be approved as fair, adequate, and
17 reasonable to the Class Members and Aggrieved Employees; and determine whether to finally
18 approve the requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
19 Payment, Class Representative Service Payment, PAGA Penalties, and Administration Expenses
20 Payment.

21 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Class
22 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
23 Payment, PAGA Penalties, and Administration Expenses Payment, along with the appropriate
24 declarations and supporting evidence, including the Administrator's declaration by
25 _____, to be heard at the Final Approval
26 Hearing.

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

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

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

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

7 Dated: _____

8 By: _____
9 The Honorable Mark C. Kim
10 Judge of the Superior Court
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EXHIBIT A

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

Gregory Brule v. Catalina Island Company, et al.
(Los Angeles Superior Court Case No. 24LBCV00582)

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against defendants Catalina Island Company and Santa Catalina Island Company (“Defendants”) for alleged wage and hour violations as well as claims for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”).

The Action seeks payment for alleged wage and hour violations that occurred during the “Class Period,” which means the period for identifying Class Members, which starts on February 29, 2020, and continues through _____, 2025, the date of preliminary court approval of the Settlement reflected in this Agreement.

“Class” means (a) all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California during the Class Period; and (b) all current and former salaried maintenance managers or persons who held similar job titles and/or performed similar job duties, who Plaintiff contends were misclassified as “exempt” and worked for Defendants within the State of California during the Class Period.

The Action also seeks penalties on behalf of Aggrieved Employees for alleged wage and hour violations that occurred during the “PAGA Period,” which means the period for identifying Aggrieved Employees only, which the period starts from December 26, 2022, and continues through _____, 2025, the date of preliminary court approval of the Settlement reflected in this Agreement.

Plaintiffs and Defendants have reached a proposed settlement under which you may be entitled to receive money. The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, you worked a total of ____ class workweeks and ____ PAGA pay periods with Defendants, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.**

The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. 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 Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you are a Class Member or an Aggrieved Employee as defined above, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, you will receive an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants 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 eligible). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the PAGA claims listed in Section 10 of this Notice.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and 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 Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of your Payment Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Pay Periods you worked during the Class Period. The number of Class Pay Periods and/or PAGA Pay Periods you worked according to Defendants' records is stated above. If you disagree with either of this number, you must challenge it by _____.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee who worked for Catalina Island Company. The Action accuses Defendants of violating California labor laws by its alleged: (1) failure to pay minimum wages; (2) failure to pay overtime owed; (3) failure to provide lawful meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay wages during employment; (6) failure

to timely pay wages owed upon separation of employment; (7) unlawful receipt or collection of wages; (8) knowing and intentional failure to comply with itemized wage statement provisions; (9) failure to keep requisite payroll records; and (10) failure to reimburse necessary business expenses. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”).

Plaintiff is represented by attorneys in the Action: Edwin Aiwazian, Joanna Ghosh, and Melissa LeBlanc-Mansell, and the law firm of Lawyers for Justice, PC (“Class Counsel”).

Defendants strongly deny violating any laws or failing to pay any wages and contends they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator, the Honorable Zaven Sinanian (Ret.), in an effort to resolve the Action by negotiating an end to the case by agreement (settlement of the case) rather than continuing the expensive and time-consuming process of litigation. The Parties successfully settled the matter at mediation. 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 Defendants 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, Defendants do 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) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

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

1. Defendants Will Pay \$985,000 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and a payment to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants final approval, Defendants will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions

from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$344,750 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$7,500 to Gregory Brule as a Class Representative Award for filing his lawsuit, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$11,000 to the Administrator for services administering the Settlement.
- D. Up to \$180,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement"). Participating Class Members will receive their *pro rata* share of the Net Settlement Amount calculated according to the number of Class Workweeks worked by the Class Member during the applicable Class Period as compared to the total number of Class Workweeks worked by all Class Members.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Participating Class Member's payment of his/her/their *pro rata* share of the Net Settlement Amount to settlement of wage claims (the "Wage Portion"), and 80% of each Participating Class Member's payment of his/her/their *pro rata* share of the Net Settlement Amount to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Defendants will separately pay the employer payroll taxes owed on the Wage Portions. The Non-Wage Portions are not subject to tax withholdings. The Individual PAGA Payments also are for settlement of claims for penalties. The Administrator will report the Non-Wage Portions of the Individual Class Payments and the Individual PAGA Payments on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

Although Plaintiff and Defendants 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/or Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, the monies will no longer be available to you.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed), that you wish to opt-out. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth the Class Member's name, present address, telephone number, and a simple statement of a desire to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) will still receive an Individual PAGA Payment and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

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

8. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Class Pay Periods and PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement, 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, or be part of another lawsuit against Defendants or their related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members, including those who also are Aggrieved Employees, 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 Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Complaint and ascertained in the course of the Action, including claims for (i) failure to pay overtime wages; (ii) failure to provide meal periods and/or pay meal period premiums; (iii) failure to provide rest periods and/or pay rest period premiums; (iv) failure to pay minimum wages; (v) failure to timely pay wages upon termination; (vi) failure to timely pay wages during employment; (vii) unlawfully receiving or collecting wages; (viii) failure to provide accurate, itemized wage statements; (ix) failure to keep requisite payroll records; (x) failure to reimburse business expenses; (xi) violation of California's Unfair Competition Law under Business and Professions Code Sec. 17200; and (xii) all civil and statutory penalties, arising anytime during the Class Period ("Class Release Period"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Release Period.

10. PAGA Release by Non-Participating Class Members Who Are Aggrieved Employees. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Non-Participating Class Members who are Aggrieved Employees will be barred from asserting PAGA claims against Defendants, despite excluding themselves from the Settlement. This means that all Aggrieved Employees, who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Non-Participating Class Members are as follows:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint, the PAGA Notice, and ascertained in the course of the Action, including PAGA penalties for (i) failure to pay overtime wages; (ii) failure to provide meal periods and/or pay meal period premiums; (iii) failure to provide rest periods and/or pay rest period premiums; (iv) failure to pay minimum wages; (v) failure to timely pay wages upon termination; (vi) failure to timely pay wages during employment; (vii) unlawfully receiving or collecting wages; (viii) failure to provide accurate, itemized wage statements; (ix) failure to keep requisite payroll records; and (x) failure to reimburse business expenses ("PAGA Release Period").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$45,000 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.
3. Challenges to Number of Class Pay Periods and PAGA Pay Periods. You have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Pay Periods and PAGA Pay Periods attributed to you. You may challenge the determination and/or calculation by communicating with the Administrator via email or mail. You cannot appeal or otherwise challenge the Administrator's decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send payments by U.S. mail to every Participating Class Member (*i.e.*, every Class Member who doesn't opt-out), including those who also qualify as Aggrieved Employees. The Non-Wage Portion of the Individual Class Payment and the Individual PAGA Payment will be combined and paid in a single check.
2. Non-Participating Class Members. The Administrator will send by U.S. mail a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Gregory Brule v. Catalina Island Company et al.*, Los Angeles Superior Court Case No. 24LBCV00582, and include your identifying information (full name, address, 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. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 days before the Final Approval Hearing on [date], 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, adequate and reasonable, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as 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 on the Administrator's Website _____url_____ or the Court's website _____url_____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and 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 _____.** 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 *Gregory Brule v. Catalina Island Company, Los Angeles Superior Court Case No. 24LBCV00582*, 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.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at ____ (time)____ in Department S27 of the Los Angeles Superior Court, located at the Governor George Deukmejian Courthouse, 275 Magnolia, Long Beach, CA 90802. 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 via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. You can read the Agreement, the Judgment or any other Settlement documents by going to the Administrator's Website _____url_____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 24LBCV00582. You can also make an appointment to personally review court documents in the Clerk's Office at the Governor George Deukmejian Courthouse by calling (562) 256-3100.

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

Class Counsel:

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Name of Firm: LAWYERS for JUSTICE, PC

Mailing Address: 450 North Brand Blvd., Suite 900, Glendale, California 91203

Telephone: (818) 265-1020

Settlement Administrator:

Name of Company: Simpluris, Inc.

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

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.