

JUSTICE FOR WORKERS, P.C.

William Sung (SBN 280792)
William@justiceforworkers.com
Tiffany L. Luu (SBN 335127)
tluff@justicforworkers.com
3600 Wilshire Boulevard, Suite 1815
Los Angeles, CA 90010
Telephone: (323) 922-2000
Facsimile: (323) 922-2000

Attorneys for Plaintiff
NORMA BORQUEZ, individually and
on behalf of all others similarly situated,

JACKSON LEWIS P.C.

CARY G. PALMER (SBN 186601)
SAMUEL J. MASELLI (SBN 219503)
400 Capitol Mall, Suite 1600
Sacramento, CA 95814
Telephone: (916) 341-0404
Facsimile: (916) 341-0141
E-mail: cary.palmer@jacksonlewis.com
samuel.maselli@jacksonlewis.com

Attorneys for Defendant
SMART METALS RECYCLING, LLC

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF YOLO

NORMA BORQUEZ, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

SMART METALS RECYCLING, LLC, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. CV2024-0050

ASSIGNED FOR ALL PURPOSES TO:
THE HONORABLE SAMUEL T.
MCADAM, DEPARTMENT 14

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

DATE: November 5, 2024
TIME: 9:00 a.m.
DEPT.: 14

Complaint Filed: May 30, 2023
FAC Filed: August 22, 2023
Trial Date: Not Set

1 The Motion for Preliminary Approval of Class Action Settlement (“Motion”) of Plaintiff
2 Norma Borquez (“Plaintiff”) came before this Court on November 5, 2024 in Department 14 before
3 the Honorable Samuel T. McAdam, presiding. The Court having considered the papers submitted
4 in support of the Motion and good cause appearing therefor,

5 IT IS HEREBY ORDERED:

6 1. The Court grants preliminary approval of the Settlement based upon the terms set
7 forth in the Joint Stipulation of Class Action and PAGA Settlement and
8 Release Between Plaintiffs and Defendant (“Stipulation of Settlement”) filed with the Motion. All
9 terms used herein shall have the same meaning as defined in the Stipulation of Settlement.

10 2. The Settlement set forth in the Stipulation of Settlement appears to be fair, adequate
11 and reasonable to the Class. The Settlement falls within the range of reasonableness and appears to
12 be presumptively valid, subject only to any objections that may be raised at the final fairness hearing
13 and final approval by this Court.

14 3. A final fairness hearing on the question of whether the proposed Settlement,
15 attorneys’ fees and costs to Class Counsel, Class Representative’s Service Payment, penalties of
16 any nature and costs of settlement administration should be finally approved as fair, reasonable and
17 adequate as to the members of the Class is scheduled in Department 14 on the date and time set
18 forth in the Implementation Schedule in Paragraph 10 below.

19 4. This Court approves, as to form and content, the Notice of Proposed Class Action
20 and PAGA Settlement and Hearing Date for Final Court Approval of Settlement (“Class Notice”)
21 (**Exhibit A**). The Court approves the procedure for Class Members to opt out of and to object to
22 the Settlement as set forth in the Stipulation of Settlement and Class Notice.

23 5. The Court directs the mailing of the Class Notice by first-class mail to the Class
24 Members in accordance with the Implementation Schedule set forth in Paragraph 10 below. The
25 Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the
26 Implementation Schedule, meet the requirements of due process and provide the best notice
27 practicable under the circumstances and shall constitute due and sufficient notice to all persons
28 entitled thereto.

6. It is ordered that the following Class is preliminarily certified for settlement purposes only:

All current and former hourly-paid or non-exempt employees of Defendant Smart Metals Recycling, LLC in California from January 3, 2020 through December 31, 2024.

7. The Court confirms Plaintiff as Class Representative and Justice for Workers, P.C. as Class Counsel.

8. The Court confirms the appointment of Phoenix Class Action Administration Solutions as the Administrator.

9. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Administrator and the time for opting out of the class has elapsed.

10. The Court orders the following Implementation Schedule for further proceedings:

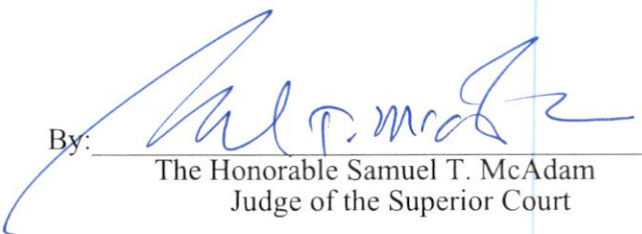
a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	30 calendar days after Order Granting Preliminary Approval
b.	Deadline for Administrator to Mail Class Notice to Class Members	14 calendar days after receiving Class Member Information from Defendant
c.	Deadline for Class Members to Postmark Requests for Exclusion	45 calendar days after mailing of Class Notice (plus 14 additional days for those Class Members who had their Notice remailed)
d.	Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	14 calendar days after the opt-out deadline
e.	Deadline for Receipt by Court, Administrator and Counsel of any Objections to Settlement	45 calendar days after mailing of Class Notice

f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Service Payment	16 Court days before Final Approval Hearing
g.	Deadline for Administrator to Provide Parties' Counsel with a Declaration of Due Diligence and Proof of Mailing	14 calendar days before the deadline for Plaintiff to file a Motion for Final Approval of the Class and PAGA Settlement
h.	Final Fairness Hearing and Final Approval	Date: <u>4/8/2025</u> Time: <u>9:00</u> Department: 14
i.	Deadline for Defendant to fund the Gross Settlement Amount	30 calendar days after Effective Date
j.	Deadline for Administrator to mail Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Service Payment, and to wire transfer Attorneys' Fees and Costs (if Settlement is Effective)	14 calendar days after Defendant funds the Gross Settlement Amount
k.	Deadline (i.e., void date) for Class Members to cash Settlement checks (if Settlement is Effective)	180 calendar days after Settlement Administrator mails Individual Class, PAGA Payments, and Service Payment
l.	Deadline for Administrator to distribute uncashed Settlement checks amount to the California Controller's Unclaimed Property Fund in name of the Class Members (if Settlement is Effective)	Within 10 calendar days after deadline (i.e., void date) for Class Members to cash Settlement checks
m.	Administrator to provide final report to Class and Defense Counsel detailing its disbursements by employee identification number only of all payments made under this Agreement (if Settlement is Effective)	Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount
n.	Settlement Administrator to provide to Class and Defense Counsel a signed declaration for filing with Court attesting to all disbursements required under the Agreement (if Settlement is Effective)	At least 15 days before any deadline set by the Court

///

1 **IT IS HEREBY ORDERED.**

2
3 Dated: 11/5, 2024

4 By: 

The Honorable Samuel T. McAdam
Judge of the Superior Court

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN YOLO**

NORMA BORQUEZ, individually
and on behalf of others similarly situated,

Plaintiff,

vs.

SMART METALS RECYCLING, LLC; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: CV2024-0050

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

ATTENTION: ALL PERSONS EMPLOYED BY SMART METALS RECYCLING, LLC AS NON-EXEMPT EMPLOYEES IN CALIFORNIA FROM JANUARY 3, 2020 THROUGH DECEMBER 31, 2024:

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ELIGIBLE TO RECEIVE MONEY FROM A SETTLEMENT THAT WAS REACHED IN CONNECTION WITH A PROPOSED CLASS ACTION LAWSUIT AGAINST SMART METALS RECYCLING, LLC FOR ALLEGED WAGE AND HOUR VIOLATIONS. IF YOU ARE A CLASS MEMBER, THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO RECEIVE OR TO OPT OUT OF OR OBJECT TO THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

IF YOU DO NOT WISH TO RECEIVE MONEY UNDER THE SETTLEMENT OR PARTICIPATE IN THE SETTLEMENT, YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR BEFORE _____.

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement of the Superior Court of the State of California in and for Yolo County entered _____, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

Based on Smart Metals Recycling, LLC's records, and the Parties' current estimates, your Individual Class Payment is estimated to be \$_____ (less withholdings) 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 Smart Metals Recycling, LLC's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on SMR's records showing that you worked _____ workweeks during the Class Period and you worked _____ workweeks during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 2.F. of this Notice.

You have received this notice because records indicate you worked for Defendant as a non-exempt employee in California during the Class Period and/or PAGA Period (defined below). This notice has been approved by the Yolo County Superior Court, and you are urged to read it carefully. This notice is not junk mail, spam, an advertisement, or solicitation by any attorney. You are also not being sued. This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement. You may be eligible to receive money from this lawsuit.

A class action settlement ("Settlement") has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court of the State of California for the County of Yolo on behalf of all persons currently and formerly employed by Smart Metals Recycling, LLC ("Defendant") as non-exempt employees in California from January 3, 2020 through December 31, 2024 (the "Class" or "Class Members"). The Class does not include persons who submit valid Requests for Exclusion (as explained below), or who previously settled, released or received awards for claims covered

by the Settlement. All Class Members who worked any hours for Defendant in California during any work week from January 1, 2023 through December 31, 2024 are aggrieved employees with respect to the California Private Attorneys General Act (“PAGA”) (“Aggrieved Employees”), and will be paid their Individual PAGA Payment and release the Released PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion from the Settlement.

The “Released Parties” in the Action include: (i) Defendant Smart Metals Recycling, LLC.; (ii) each of Defendant’s respective, present and future parents, subsidiaries, partners and affiliates, including, without limitation, any corporation, limited liability company or partnership; (iii) the past, present and future board members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

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. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Settlement Class Members to give up their rights to assert certain claims against Defendant. If you worked for Defendant as non-exempt employee in California between January 3, 2020 and December 31, 2024, you have three options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for payment. However, if you choose to participate, you will give up your right to assert claims against the Defendant that are being resolved by the Settlement.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class portion of the Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class portion of the Settlement, you will not receive any payment from the Settlement, but you will have the right to pursue any claims you believe you may have against Defendant. You cannot opt-out of the PAGA portion of the Settlement.
- (3) **Object to the Settlement.** To object to the Settlement, you may mail a written explanation of why you do not agree with the Settlement to the Administrator, appear at the final approval hearing, or hire an attorney at your expense to object for you. This option is available only if you do not exclude yourself from the Settlement. Do not submit a Request to be Excluded if you wish to object.

Defendant will not take any adverse action against you for whatever decision you make with respect to participating in the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-Out of the Class Settlement but not the PAGA Settlement.	The opt-out deadline is _____. If you don’t want to fully participate in the proposed Settlement, you can opt-out of the class portion of the 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 Settlement	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	Written objections must be submitted by _____. All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. You can object to the Settlement as provided in 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 need not attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks	Written challenges Must be submitted by _____. 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 pay periods you worked at least one day during the PAGA Period, respectively. The number of workweeks and pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with these numbers, you must challenge it by _____. See Section 4 of this Notice.

I. BACKGROUND OF THE CASE

Plaintiff Norma Borquez is a former employee of Defendant. On January 3, 2024, Plaintiff filed her Class Action Complaint against Defendant in the Yolo County Superior Court, Case No. CV2024-0050, on behalf of herself and other non-exempt employees who worked for Defendant in California alleging the following six (6) causes of action: (1) failure to pay overtime wages; (2) failure to provide meal periods; (3) failure to provide rest breaks; (4) failure to provide accurate wage statements; (5) failure to provide timely pay at separation – waiting time penalties; and (6) unfair competition in violation of Business and Professions Code sections 17200 *et seq.* On March 13, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint, adding a cause of action for violations of the PAGA. Defendant timely answered Plaintiff’s First Amended Class and Representative Action Complaint. Defendant denies the allegations in the First Amended Class and Representative Action Complaint, denies any failure to comply with the laws identified in the First Amended Class and Representative Action Complaint and denies any and all liability for the causes of action alleged. Defendant further denies that, for any purpose other than settling this Action, these claims are appropriate for class or representative treatment. Plaintiff’s First Amended Class and Representative Action Complaint includes all Released Class Claims (defined below) and Released PAGA Claims (defined below) (“Operative Complaint” or “Action”).

Plaintiff’s Operative Complaint alleges a failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and meal period premiums, failure to provide rest periods and rest period premiums, failure to furnish accurate itemized wage statements, failure to provide timely wages during employment, failure to provide all wages due upon separation of employment, unfair competition, and a PAGA cause of action, which includes alleged Labor Code violations premised on Plaintiff’s underlying class claims and an excessive temperature claim premised on Labor Code section 1198. Plaintiff’s Operative Complaint seeks recovery of compensatory damages, restitution, penalties, interest, and attorneys’ fees and costs. Defendant denies all claims and denies that Plaintiff and the Class Members and Aggrieved Employees are entitled to any recovery.

The Action has been actively litigated. There have been investigations and there has been an exchange of extensive documentation and data. Furthermore, the Parties participated in arms-length settlement negotiations and private mediation on September 12, 2024. Based upon the negotiations and mediation, and all known facts and circumstances, including the various risks and uncertainties related to legal actions including the complete defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation, the Parties reached settlement and executed a confidential Memorandum of Understanding on September 13, 2024. Under the terms of the Parties' Settlement, the Class Period is from January 3, 2020 through December 31, 2024 (the "Class Period"). The PAGA Period is from January 1, 2023 through December 31, 2024 ("PAGA Period"). By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to the Settlement, Defendant continues to deny all allegations and claims, and entering into the Settlement is not an admission of wrongdoing or liability.

The Parties have entered into a Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant ("Joint Stipulation" or "Settlement"), which has been preliminarily approved by the Court. If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, or to exclude yourself ("opt out") from the Settlement. Aggrieved Employees are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendant agrees to pay a Gross Settlement Amount of \$400,000.00 for all claims, attorneys' fees and costs, enhancement award, penalties of any nature, including PAGA penalties and settlement administration expenses ("Gross Settlement Amount"). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys' fees not to exceed thirty-three and one-third percent (33 1/3%) of the Gross Settlement Amount, attorneys' costs not to exceed \$20,000.00, a Class Representative Service Payment to the Class Representative not to exceed \$7,500.00, the fees and expenses of Administrator estimated not to exceed \$7,950.00, \$10,000.00 payable to Aggrieved Employees, and \$30,000.00 payable to the California Labor and Workforce Development Agency ("LWDA") for alleged PAGA penalties, which will result in a "Net Settlement Amount" for distribution to all Class Members. As explained further below, the amount of each Class Member's Individual Class Payment will depend on the number of weeks worked by Participating Class Members during the Class Period.

This Notice includes for each Class Member the number of weeks each Class Member worked during the Class Period based upon each Class Member's time clock data, and their/his/her estimated Individual Class Payment. This notice will also list for each Aggrieved Employee the number of pay periods worked during the PAGA Period based upon each Aggrieved Employee's time clock data.

B. Settlement Formula, and Settlement Awards

Defendant will pay Individual Class Payments through an Administrator, as described below, to each Class Member who does not submit a Request for Exclusion from the Settlement. All Individual Class Payments will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that all Individual Class Payments payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as follows: twenty percent (20%) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; and eighty percent (80%) will be allocated to alleged unpaid penalties and interest for which IRS Forms 1099-MISC will issue. Individual PAGA Payments for the Aggrieved Employees will be paid from the PAGA Penalties, after the required payment to the LWDA, as alleged penalties for which IRS Form 1099 will issue. Receipt of Individual Class Payments will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during period covered by Settlement.

C. Calculations to Be Based on Defendant's Records

Defendant will calculate the number of weeks worked by all Class Members during the Class Period, and the number of pay periods worked by Aggrieved Employees during the PAGA Period, based on each person's time clock data. Partial workweeks will not be counted; however, if a Class Member or Aggrieved Employee worked only one day as a Class

Member or Aggrieved Employee, such Class Member or Aggrieved Employee will be credited with having worked one workweek or pay period for purposes of the Settlement. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Administrator.

D. Need to Promptly Cash Payment Checks

The front of every check issued to Class Members and Aggrieved Employee 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 in your name. If the monies represented by your check is sent to the Unclaimed Property Fund, you should consult rules of the Fund to determine how to retrieve your money.

E. Release of Claims

The Joint Stipulation contains a release, which releases Defendant and the Released Parties from all claims under state, federal, and local law alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the Operative Complaint in the Action and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197.1, 1198, and 6720, California Industrial Commission Wage Orders, California Code of Regulations, Title. 8, sections 11040 *et seq.* and 3203 *et seq.*, Business and Professions Code sections 17200 *et seq.* and 3203 *et seq.*, California Code of Civil Procedure section 1021.5, California Civil Code sections 3287 and 3289, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, meal periods and meal period premiums, rest breaks and rest break premiums, excessive temperature working conditions, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, declaratory relief, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action (collectively "Released Class Claims") from January 3, 2020 through December 31, 2024 ("Class Period"). Expressly excluded from the release are claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims outside the Class Period.

The claims to be released by Aggrieved Employees include all claims arising during the PAGA Period seeking civil penalties under PAGA that Plaintiffs as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiffs and the Aggrieved Employees, asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to all claims arising under the California Labor Code including, but not limited to, California Labor Code sections 201, 202, 203, 204, 210, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197.1, 1198, 2698 *et seq.*, and 6720, California Industrial Commission Wage Orders, California Code of Regulations, Title. 8, sections 1040 *et seq.* and 3203 *et seq.* Business and Professions Code sections 17200 *et seq.*, California Code of Civil Procedure section 1021.5, California Civil Code sections 3287 and 3289, as alleged in the Action (collectively "Released PAGA Claims"). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiffs and all Aggrieved Employees from January 1, 2023 through December 31, 2024 ("PAGA Period"), and for the entire PAGA Period, regardless of whether Plaintiff and/or an Aggrieved Employee negotiates (cashes) their/his/her settlement checks sent pursuant to the Settlement, and regardless of whether any Aggrieved Employee opts out of the Released Class Claims. Aggrieved Employees are not permitted to opt out of the Released PAGA Claims.

F. Resolution of Workweek Disputes

If a Class Member or Aggrieved Employee disputes the accuracy of Defendant's time clock records as to the number of weeks worked, any documentation supporting such dispute must be submitted by the Class Member or Aggrieved Employee to the Settlement Administrator. Defendant's records, time clock data and any additional evidence will be provided to and reviewed by the Administrator in the event of a dispute about the number of weeks worked by a Class

Member or Aggrieved Employee. All workweek disputes will be resolved and decided by the Administrator, and the Administrator's decision on all disputes will be final and binding.

III. YOUR RIGHTS AS A CLASS MEMBER

A. Exclude Yourself from Class Action Portion of the Settlement

If you do not wish to participate in the Settlement, you may be excluded from being a Class Member (*i.e.*, "opt out") by submitting a timely written request to the Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect ("Request for Exclusion"). Your Request for Exclusion must also state your full name, address, and email address or telephone number. The Request for Exclusion must be signed, dated, and faxed, emailed, or mailed by First-Class U.S. Mail, or the equivalent, to:

Phoenix Class Action Administration Solutions
P.O. Box 7208
Orange, CA, 92863
Telephone: (800) 523-5773
Facsimile:
E-mail:

The Request for Exclusion must be faxed, emailed, or postmarked no later than _____. If you submit a Request for Exclusion which is not faxed, emailed, or postmarked by _____, your Request for Exclusion will be rejected, and you will be bound by the Released Class Claims and all other Settlement terms. If the Request for Exclusion is sent from within the United States, it must be sent through the United States Postal Service by First-Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion. Please note you may only exclude yourself as a Class Member and may not exclude yourself as an Aggrieved Employee.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Administrator, no longer be a Class Member, shall be barred from participating as a Class Member in the Settlement, shall not be entitled to object to the Settlement, shall receive no payment as a Class Member from the Settlement, shall not be deemed to have relinquished the Released Class Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties. Aggrieved Employees are not entitled to opt out of the Released PAGA Claims and will receive their Individual PAGA Payment regardless of whether they/he/she opt(s) out as a Class Member.

C. Objecting to Class Action Portion of the Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you may send written objections to the Administrator by fax, email, or First-Class Mail, or the equivalent, to the Administrator (see above for contact information). Any written objection must state each specific reason in support of your objection. Your objection must also state your full name, address, and email address or telephone number. Any written objection to the Administrator must be faxed, emailed, or postmarked no later than _____. **PLEASE DO NOT TELEPHONE THE COURT.**

You may appear at the Final Approval Hearing either in person or through your own attorney as your expense, and may object to the Settlement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. 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 V of this Notice (below) for specifics regarding the Final Approval Hearing.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member, who does not opt out of the Settlement, will release Defendant and the Released Parties from the Released Class Claims as described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude

yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Class Claims. Further, each and every Aggrieved Employee will release Defendant and the Released Parties from the Released PAGA Claims. In addition, Class Members and Aggrieved Employees will be barred from suing Defendant and the Released Parties with respect to the Released Class Claims and the Released PAGA Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue as though it never existed.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing in Department 14 of the Yolo County Superior Court, _____, on _____, at _____ a.m./p.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the costs of settlement administration, and the Service of Award to be paid to the Class Representative. Check the Court's website (<https://www.yolo.courts.ca.gov/online-services/remote-appearances>) for the most current remote appearance information. The hearing may be continued without further notice to the Class. It is not necessary for you to appear at this hearing unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and Defendant ("Joint Stipulation or "Settlement"), which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Joint Stipulation, may be examined at any time during regular business hours at the Office of the Clerk of the Yolo County Superior Court, at 1000 Main Street, Woodland, California 95695. You may also visit www.justiceforworkers.com, which will include links to the Joint Stipulation, Class Notice, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available. If you want additional information, please contact Class Counsel or the Administrator:

Class Counsel:

William C. Sung, Esq.
Tiffany L. Luu, Esq.
JUSTICE FOR WORKERS, P.C.
3600 Wilshire Boulevard, Suite 1815
Los Angeles, CA 90010

Telephone: (323) 922-2000
Facsimile: (323) 922-2000
E-mail: william@justiceforworkers.com
tluu@justiceforworkers.com

Administrator:

Phoenix Class Action Administration Solutions
P.O. Box 7208
Orange, CA, 92863

Telephone: (800) 523-5773
Facsimile:
E-mail:

VII. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

VIII. 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.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. BY ORDER OF THE SUPERIOR COURT.