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of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

JESUS MONTOYA, an individual, on behalf
of himself and others similarly situated,

Plaintiff,

vs.

FUJIFILM DIMATIX, INC., a Delaware
stock corporation, and DOES 1 through 50,
inclusive,

Defendants.

Case No. 24CV429229

CLASS ACTION

Assigned for all purposes to:

Hon. Charles F. Adams

**PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT**

Date: November 13, 2025

Time: 1:30 p.m.

Dept.: 7

Complaint Filed: January 16, 2023

FAC Filed: June 6, 2024

Trial Date: None Set

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

2 Plaintiffs Jesus Montoya (“Plaintiff”), on behalf of himself and other similarly situated
3 employees of Defendant Fujifilm Dimatix, Inc. (“Defendant”) (collectively, “the Parties”), filed
4 the Motion for Preliminary Approval of the Class Action and PAGA Settlement (“Settlement”).
5 The Motion was set for hearing on November 13, 2025, at 1:30 p.m. in Department 7 of the
6 Santa Clara County Superior Court located at 191 N First Street, San Jose, CA, 95113, and
7 Defendant does not oppose it. The Court has considered the Settlement Agreement, which is
8 attached as Exhibit 1 to the Declaration of Marta Manus in Support of the Motion for
9 Preliminary Approval of the Class Action and PAGA Settlement Agreement and incorporated
10 herein by reference, the proposed Court Approved Notice of Class Action Settlement and
11 Hearing Date for Final Court Approval (“Class Notice”), which is attached as Exhibit A to the
12 Parties’ Settlement Agreement, and also attached hereto as **Exhibit 1**, the submissions of
13 counsel, and all other papers filed in this litigation.

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

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

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

as well as the delay and risks that would be presented by the further prosecution of the Action. It appears the Settlement has been reached as a result of intensive, arm's-length negotiations utilizing an experienced third-party neutral.

2. The Court further finds, for settlement purposes only, that the requirements of California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class:

“All non-exempt, hourly-paid individuals that worked for Defendant in California during the Settlement Class Period (i.e. the period from January 16, 2020, through June 25, 2025.”

3. The Court further finds that the moving papers presented for the Court's review set forth a plan to provide proper notice to the Class of the terms of the Settlement and the options available to the Class, including the ability of the Class Members to opt-out or submit a Request for Exclusion from the Settlement and not be bound by the Settlement Agreement or receive any Individual Class Payment under it (except to the extent a Class Member is an Aggrieved Employee under PAGA, in which case the Class Notice makes clear that an Aggrieved Employee cannot opt out of the PAGA Penalties portion of the Settlement); to object to the terms of the Settlement; or to do nothing and receive an Individual Class Payment and be bound by the terms of the Settlement.

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

4. Participating Class Members are defined as all Class Members who do not submit a valid and timely Request for Exclusion to the Administrator. Should the Settlement not be finally approved, this Order will be rendered null and void and will be vacated, and the fact that the Parties were willing to stipulate to class certification as part of the Settlement will have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context. Should the Settlement not become final, the Parties will revert to their respective positions prior to notifying the Court of the Settlement of the Action.

5. The class action settlement contemplated by the Settlement Agreement is preliminarily approved based upon the terms set forth in the Settlement Agreement. The

1 Settlement appears to be fair, adequate, and reasonable for the Class and falls within the range
2 of reasonableness that could ultimately be granted final approval by the Court. The preliminary
3 approval of the class action settlement includes the approval for purposes of the Settlement of
4 Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim, Marta Manus and the other
5 attorneys of D.Law, Inc. as Class Counsel, Plaintiff Jesus Montoya as the Class Representative,
6 and Apex Class Action Administrators as the Administrator. Class Counsel is authorized to act
7 on behalf of the Class Members with respect to all acts or consents required by or which may be
8 given pursuant to the Settlement Agreement, and such other acts reasonably necessary to
9 consummate the Settlement. The Administrator is authorized to perform such acts as set forth in
10 this Order and the Settlement Agreement.

11 6. The Court approves the Parties' allocation of \$50,000.00 to settle claims under
12 the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Pursuant to Labor Code §
13 2699(i), 75% of this amount, or \$37,500.00, will be paid to the California Labor & Workforce
14 Development Agency, and the remaining 25%, or \$12,500.00, will be paid to the Aggrieved
15 Employees.

16 7. The Class Notice advises the Class of the material terms and provisions of the
17 Settlement, the procedure for approval thereof, and their rights with respect thereto, and is
18 approved as to form and content. The Court approves the procedures set forth in the Settlement
19 Agreement for Class Members to participate in, opt out of, and object to the Settlement as set
20 forth in the Class Notice. The Class Notice will be translated into Spanish.

21 8. The Class Notice will be sent by first-class mail to the Class Members in
22 accordance with the schedule set forth in the Parties' Settlement Agreement. The dates selected
23 for the mailing and distribution of the Class Notice, and the other dates as set forth below, meet
24 the requirements of due process and provide the best notice practicable under the circumstances,
25 and will constitute due and sufficient notice to all persons entitled thereto:

26 a. Deadline for Defendant to provide the Class Data to the Administrator and
27 related information in the form of a Microsoft Excel spreadsheet: no later than twenty (20)
28 calendar days after the Court grants preliminary approval of the Settlement.

b. Deadline for the Administrator to mail the Class Notice by first-class regular U.S. mail: no later than five (5) calendar days after receipt of the Class Data from Defendant.

c. Deadline for Class Members to submit Requests for Exclusion, written objections, and/or challenges to Workweeks and/or PAGA Pay Periods to the Administrator: sixty (60) calendar days after the mailing of the Class Notice.

d. Deadline for Administrator to remail Class Notices when any Class Notice is returned as non-delivered on or before the Response Deadline: within five (5) calendar days of determining that a Class Notice was undeliverable.

e. Deadline for Class Members who receive a re-mailed Class Notice to submit Requests for Exclusion, written objections, and/or challenges to Workweeks and/or PAGA Pay Periods: extended fourteen (14) calendar days from the sixty-day (60) Response Deadline.

f. Deadline for Class Counsel to file a Motion for Final Approval of the Settlement Agreement: sixteen (16) court days before the hearing on Plaintiffs' Motion for Final Approval and Motion for Attorneys' Fees and Costs and Class Representative Enhancement Award.

g. Deadline for Class Counsel to file Motion for Attorneys' Fees and Costs and Representative Service Awards within Motion for Final Approval: sixteen (16) court days before the Final Settlement Fairness Hearing and hearing on Plaintiffs' Motion for Final Approval and Motion for Attorneys' Fees and Costs and Class Representative Enhancement Award.

9. A Final Approval and Settlement Fairness Hearing on the question of whether the proposed Settlement, attorneys' fees and costs to Class Counsel, the Class Representative Service Awards and Settlement Administration costs should be approved as fair, reasonable, and adequate as to the Class and whether the Settlement should be given final approval is scheduled on: _____, 2026 at _____.m. At the final approval hearing, Participating Class Members may be heard orally in support of the Settlement, or in opposition to the Settlement in the event there are objectors.

10. The Court reserves the right to adjourn or continue the date of the Settlement Fairness and Final Approval Hearing, and all dates provided for in the Settlement Agreement

1 without further notice to the Class and retains jurisdiction to consider all further applications
2 arising out of or connected with the Settlement Agreement.

3 11. The Settlement Agreement will not be construed as an admission or evidence of
4 either liability or the appropriateness of class certification in the non-settlement context, as more
5 specifically set forth in the Settlement Agreement. Entry of this Order is without prejudice to the
6 rights of Defendant to oppose certification of a class in this action should the proposed
7 Settlement not be granted final approval.

8 12. All further proceedings in this action are stayed except such proceedings
9 necessary to review, approve, and implement this Settlement.

10 13. The Court finds that all required notifications and submissions to the California
11 Labor and Workforce Development Agency about the Settlement Agreement and Motion have
12 been made by Plaintiffs in the time and manner specified under the PAGA.

13
14 **IT IS SO ORDERED.**

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16 Dated: _____

17 _____
18 Hon. Charles F. Adams
19 Judge of the Superior Court
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EXHIBIT 1

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Jesus Montoya, et al. v. Fujifilm Dimatix, Inc.
(Santa Clara County Superior Court, Case No. 24CV429229)

The Santa Clara County Superior Court authorized this notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from a class action lawsuit filed by Jesus Montoya (“Plaintiff” or “Class Representative”) against Fujifilm Dimatix, Inc. (“Defendant”) for alleged violations of the California Labor Code (the “Action”). Plaintiff and Defendant are referred to as the “Parties.”

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of all Class Members, who are defined as all non-exempt, hourly-paid individuals that worked for Defendant in California during the Settlement Class Period (i.e. the period from January 16, 2020, through June 25, 2025); and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all Aggrieved Employees, who are defined as all Class Members who worked during the PAGA Period (i.e. the period from January 16, 2023, through June 25, 2025). (“PAGA Period”). PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and all Aggrieved Employees for alleged violations of the Labor Code, and any payment for PAGA penalties shall be paid 75% to the LWDA and 25% to all Aggrieved Employees as civil penalties (rather than wages).

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

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

<i>Calculations and Data Points for Estimated Individual Class Payment</i>	
Weeks Worked during Class Period	<i>Estimated Individual Class Payment</i>
INSERT	INSERT

<i>Calculations and Data Points for Estimated Individual PAGA Payment</i>	
PAGA Pay Periods worked during PAGA Period	<i>Estimated Individual PAGA Payment</i>
INSERT	INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors, including whether any employee excludes themselves from the settlement and whether the Court awards lesser amounts than requested to be deducted from the settlement—as described in Section 3, subsection 2 below. (If no amount is stated for your Individual PAGA Payment then, according to Defendant’ records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work for Defendant in California during the PAGA Period.) If you believe that you worked a different number of weeks during the periods than is shown in the chart above, you can submit a dispute by **DATE** (“**Response Deadline**”). See **Section 4, subsection 3** of this notice.

In granting preliminarily approval of the proposed Settlement and approving this notice, the Court has determined only that 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. The Court has not made any determination as to the merits of Plaintiff’s claims nor otherwise determined that Defendant has violated any law. Your legal rights are affected whether you act or do 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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members

and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 below . <i>Defendant will not retaliate against you for participating or not participating in this Settlement.</i>
EXCLUDE YOURSELF	If you do not wish to participate in the proposed Settlement of the Class Claims, you may “opt-out” of the Settlement of the Class Claims. If you choose to opt-out, you must submit a completed and signed Request for Exclusion form (enclosed herewith) by [redacted] (see Section 6 below for more details on how to opt-out). If you opt-out, you will no longer be a Participating Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will have the right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. See Section 6 of this notice.
OBJECT	If you decide to object to the settlement with respect to the class action claims because you find it unfair or unreasonable, you may (1) submit a written objection stating why you object to the settlement by [redacted] (see Section 7 for more details on how to submit a written objection); or (2) you may object orally by appearing at the Final Approval Hearing (see below for date and time).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit a dispute and any supporting evidence to [tdb settlement administrator] (the “Administrator”), a third party responsible for sending this notice (see Section 4 for more details on how to submit a dispute). Defendant’ records will be presumed correct, but you may provide evidence to the Administrator showing how many Workweeks you believe you should be credited, and the Administrator and the Parties will consider your documentation and make a determination, subject to the Court’s review.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED	
DATE: DATE TIME: TIME	The Court’s Final Approval Hearing is scheduled to take place on [redacted]. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. See Section 8 of this notice.

1. WHAT IS THE ACTION ABOUT?

The Action accuses Defendant of violating California labor laws due to the alleged failure to pay all wages, failure to provide all meal periods and rest breaks, failure to timely pay all wages upon separation of employment, failure to provide accurate itemized wage statements, and unfair and unlawful competition. Based on the same claims, Plaintiff also asserted a claim for civil penalties under PAGA.

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

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

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

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

The Court has made no determination whether Defendant or Plaintiff are correct on the merits and has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at final hearing. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this notice, and scheduled a hearing to determine Final Approval.

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

1. The Gross Settlement Amount. Defendant have agreed to pay a total gross settlement amount of \$1,00,000.00 (the “GSA”) and will deposit the GSA into an account controlled by the Administrator. The Administrator will use the GSA to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Award, Class Counsel Fee Payment, Class Counsel Litigation Expenses payment, the Administrator’s Costs, and PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval of the settlement and that the Judgment entered by the Court becomes final, Defendant will fund the GSA, and payments will be made shortly thereafter. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

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

A. Up to one-third (1/3) of the Gross Settlement Amount to Class Counsel for attorneys’ fees (\$333,333.33.00), plus reasonable costs and expenses not to exceed \$25,000.00. To date, Class Counsel has incurred expenses on the Action without payment.

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

C. \$8,700.00 to the Administrator for services administering the Settlement.

D. \$50,000 for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of PAGA Pay Periods during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder of the Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their pro rata share of total Workweeks the Participating Class Member worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an

allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”), and eighty percent (80%) to penalties and interest (the penalties and interest represent the “Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer-side payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Neither Party is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

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

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

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

8. Administrator. The Court has appointed a neutral company, Apex Class Action Administrators (the “Administrator”) to send this notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also assist the Parties with deciding any disputes over weeks worked, mail and re-mail (if necessary) settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the “Released Parties” (which means Defendant and all of Defendant’s former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers, predecessors, successors, owners, and assigns) based on the facts alleged in the Action for the duration of the Class Period, which are resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any and all claims alleged or which could have reasonably been alleged based on the facts alleged in the Operative Complaint, including claims for: failure to pay for all hours worked/compensation due; failure to pay minimum wages; failure to pay overtime, including alleged failure to pay overtime at the proper regular rate (including accounting for bonuses and premium payments); failure to provide meal periods; failure to provide rest periods; failure to pay reporting time pay; failure to provide payment of wages during employment and payment of wages at termination; failure to maintain and provide accurate and complete records; failure to reimburse for necessary business expenses; and any and all claims for the alleged violations of California Labor Code §§ 90.5, 201, 202, 203, 204, 206.5, 210, 218, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.4, 226.7, 246, 248 *et. seq.*, 248.1, 248.2, 248.5, 432.5, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198,

1198.5, 1199, 1198.5, and 2802; the Fair Labor Standards Act; California Business & Professions Code § 17200 *et seq.*; California Code of Civil Procedure § 1021.5; and the California Industrial Welfare Commission Wage Orders MW-2014 (collectively, the “Released Class Claims”). The Released Class Claims apply to claims arising during the Class Period. Except as set forth in Paragraph 67 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Released PAGA Claims. After the Court’s judgment is final, and Defendant have paid the Gross Settlement Amount, all Aggrieved Employees, including 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 civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including PAGA claims premised on: California Labor Code §§ 90.5, 201, 202, 203, 204, 206.5, 210, 218, 218.5, 221, 226, 226.2, 226.3, 226.4, 226.7, 227.3, 246, 248, 248.1, 248.2, 248.5, 351, 354, 432.5, 510, 511, 512, 551, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1197, 1198, 1198.5, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; failure to pay for all hours worked/compensation due; failure to pay all minimum wages; failure to pay all overtime, including alleged failure to pay overtime at the proper regular rate (including accounting for bonuses and premium payments); failure to provide meal periods; failure to provide rest periods; failure to pay reporting time pay; failure to provide payment of wages during employment and payment of wages at termination; failure to maintain and provide accurate and complete records; and failure to reimburse for necessary business expenses (“Released PAGA Claims”). The Released PAGA Claims apply to claims arising during the PAGA Period. The Released PAGA Claims do not include any Aggrieved Employees’ individual (*i.e.* non-representative) claim for wages or damages.

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

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of weeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Members’ Workweeks during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods for each Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class and PAGA Periods, as recorded in Defendant's records, are stated in the tables on page 1 of this notice. You have until **DATE** (the “Response Deadline”) to dispute the number of Workweeks or PAGA Pay Periods credited to you by submitting a dispute to the Administrator. Section 9 of this notice has the Administrator’s contact information. You need to support your dispute by sending copies of pay stubs or other records. You should send copies rather than originals because the documents will not be returned to you. Although the Administrator shall make the initial decision regarding a challenge to the number of workweeks based on your submission and on input from Class Counsel and Defendant’ Counsel, the Court may review any decision made by the Administrator.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if you are entitled to an Individual PAGA Payment).

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

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

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

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement before the Response Deadline. To opt-out, you must complete, sign, and mail the enclosed Request for Exclusion form to the Administrator, postmarked on or before the Response Deadline (as a reminder, **the "Response Deadline" is DATE**). Any person who submits a completed, signed, and timely Request for Exclusion form to be excluded from the Class (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment, as to the Released Class Claims.

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

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection and include all evidence and supporting documentation or papers you may have. The objection and any accompanying documentation and papers must be sent to the Administrator at the address listed in Section 9, **postmarked** on or before the Response Deadline. You may also object by appearing or having your representative appear on your behalf orally at the Final Approval Hearing. If you do not comply with these procedures, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], [REDACTED], at [REDACTED] a.m./p.m., the Court will hold a public hearing in Department 7 of the Superior Court for the State of California, County of Santa Clara located at 191 N. First Street, San Jose, CA 95113 for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the proposed payment to the LWDA, and whether to approve Plaintiff's request for a service award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

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

This notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Marta Manus in Support of Motion for Preliminary Approval of Class Action Settlement and available in this lawsuit online at www.sceffiling.org and www.scscourt.org. To access the case file, click on "Case Number Search," then create a

free online account, then type in the case number (24CV429229) where requested, and click “Search.” You may also email Class Counsel and request a copy of the Settlement Agreement.

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

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

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

Class Counsel	Administrator
Gregg Lander, Esq. g.lander@d.law Vanessa M. Ruggles, Esq. v.ruggles@d.law Enoch J. Kim e.kim@d.law Marta Manus m.manus@d.law D.LAW, INC. 450 N Brand Blvd, Suite 840 Glendale, CA 91203 Tel: (818) 962-6465	Name Mailing Address Telephone Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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