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

REY PARDILLO, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

ELMA ELECTRONIC INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

REY PARDILLO, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

ELMA ELECTRONIC INC., a Delaware
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 24CV078295
(Consolidated with Case No. 24CV085186)

Honorable Chad Stegeman
Department 17

CLASS ACTION

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

Hearing Date: October 1, 2026
Hearing Time: 3:00 p.m.
Department: 17

Complaint Filed: June 3, 2024
FAC Filed: July 29, 2024
Trial Date: None Set

1 This matter has come before the Honorable Chad Stegeman in Department 17 of the
2 Superior Court of the State of California, for the County of Alameda, on October 1, 2026 at 3:00
3 p.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Rey Pardillo ("Plaintiff"), individually and
5 on behalf of all others similarly situated and aggrieved employees and Gordon Rees Scully
6 Mansukhani, LLP appears as counsel for Defendant Elma Electronic, Inc. ("Defendant").

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

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
12 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
13 **"EXHIBIT 3"** to the Declaration of Ryan Slinger in Support of Plaintiff's Motion for Preliminary
14 Approval of Class Action Settlement. This is based on the Court's determination that the
15 Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

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

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

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

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

21 All current and former non-exempt employees who worked for Defendant in
22 California at any time during the Class Period, and who reside in California.

23 7. The Court provisionally appoints Arby Aiwazian, Ryan Slinger, and Harris
24 Koepenick of Lawyers *for* Justice, PC as Class Counsel.

25 8. The Court provisionally appoints Plaintiff Rey Pardillo as the Class
26 Representative.

27 9. The Court provisionally appoints ILYM Group, Inc. ("ILYM") to handle the
28 administration of the Settlement ("Settlement Administrator").

1 10. Within 10 business days after entry of this Preliminary Approval Order, Defendant
2 shall provide the Settlement Administrator with the following information about each Class
3 Member: last-known full name, mailing address, telephone number, Social Security Number, start
4 and end dates worked as a non-exempt, hourly-paid employee of Defendant in California during
5 the Class Period, and such other information as is necessary for the Settlement Administrator to
6 calculate Class Workweeks and PAGA Workweeks.

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

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
23 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
24 for Exclusion no later than 60 calendar days from the initial mailing of the Class Notice
25 (“Response Deadline”), unless the 60th day falls on a Sunday or Federal holiday, in which case the
26 Response Deadline will be extended to the next day the U.S. Postal Service is open. In the case of
27 a re-mailed Class Notice, the Response Deadline shall be extended by 15 calendar days from the
28 date of the initial Response Deadline. Any Class Member who submits a Request for Exclusion

1 from the Class Settlement will not be a Settlement Class Member and will not have any right to
2 object, appeal, or comment on the Class Settlement. Class Members who submit a timely and
3 valid Request for Exclusion by the Response Deadline will not be bound by the terms of this
4 Agreement, any Court order approving the terms of the Class Settlement, and the Final Approval
5 Order and Judgment entered thereon. PAGA Members will be bound by the PAGA Settlement,
6 irrespective of whether they exercise their option to opt out of the Class Settlement.

7 13. A Final Approval Hearing shall be held before this Court on
8 _____ at _____ a.m./p.m. in
9 Department 17 of the Superior Court of California for the County of Alameda, located at 1225
10 Fallon Street, Oakland, CA 94612 , to determine all necessary matters concerning the Settlement,
11 including: whether the proposed settlement of the actions on the terms and conditions provided for
12 in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court;
13 whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of
14 allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the
15 Class Members and PAGA Members; and determine whether to finally approve the requests for
16 the Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs.

17 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
18 Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement
19 Administration Costs, along with the appropriate declarations and supporting evidence, including
20 the Settlement Administrator's declaration, by _____,
21 to be heard at the Final Approval Hearing.

22 15. Only Class Members who do not request exclusion from the Class Settlement may
23 object to the Class Settlement by submitting an Objection to the Settlement Administrator prior to
24 the Response Deadline or by presenting their objection orally at the Final Approval Hearing,
25 regardless of whether they submitted a written Objection. The Objection must be signed by the
26 Settlement Class Member and contain all information required by this Settlement Agreement. A
27 Settlement Class Member who does not object prior to or at the Final Approval Hearing will be
28 deemed to have waived any objections and will be foreclosed from making any objections

(whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

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

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

18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____

By: _____

The Honorable Chad Stegeman
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

Rey Pardillo v. Elma Electronic, Inc.

Superior Court of California for the County of Alameda, Case No. 24CV078295

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of Class Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Rey Pardillo ("Plaintiff") and Defendant Elma Electronic, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Rey Pardillo v. Elma Electronic, Inc.*, Alameda County Superior Court, Case No. 24CV078295 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former non-exempt employees who worked for Defendant in California at any time during the Class Period, and who reside in California.

"Class Member" means a member of the Class.

"Class Period" means the period from July 29, 2020 through [May 12, 2025, or, if applicable, the Alternate Class Period End Date].

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

"PAGA Members" means all current and former non-exempt employees who worked for Defendant in California at any time during the PAGA Period, and who reside in California.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the time period from March 29, 2023 through [May 12, 2025, or, if applicable, the Alternate PAGA Period End Date].

II. BACKGROUND OF THE ACTION

On March 29, 2024, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of his intent to pursue civil penalties for alleged violations of the California Labor Code ("PAGA Notice"). On June 3, 2024, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* in the Alameda County Superior Court, Case No. 24CV078295 ("PAGA Action"). On July 29, 2024, Plaintiff filed a Class Action Complaint for Damages in the Alameda County Superior Court, Case No. 24CV085186 ("Class Action") (collectively with the PAGA Action, the "Actions"). On July 29, 2024, Plaintiff filed an Amended letter to the LWDA and Defendant ("Amended PAGA Notice") and a First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("First Amended Complaint") in the PAGA Action. On August 11, 2025, the Court issued an Order to Consolidate the Actions, and assigning the PAGA Action as the lead action.

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies liability or wrongdoing of any kind associated with the claims alleged in the Actions, and further denies that the Actions are appropriate for class treatment or PAGA treatment for any purpose other than this settlement. Defendant contends that it has complied at all time with the California Labor Code and California and federal law. Defendant further contends that even if a Court were to determine that it had violated any law based

on the allegations, any violations would have been inadvertent. Accordingly, it is Defendant's position that the putative class and/or the allegedly aggrieved employees would be unable to recover any penalties that rely on willful or malicious violation of the law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Agreement," "Settlement," or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Rey Pardillo as representative of the Class ("Class Representative"), and the following counsel as counsel for the Class ("Class Counsel"):

Arby Aiwarzian, Esq.
Yasmin Hosseini, Esq.
Ryan Slinger, Esq.
Harris Koepenick, Esq.
Lawyers for Justice, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Class Workweeks and/or PAGA Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount to be paid by Defendant is \$900,000.00 (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount up to 35% of the Gross Settlement Amount (i.e., \$315,000.00 if the Gross Settlement Amount remains \$900,000.00) and reimbursement of litigation costs and expenses in an amount up to \$25,000.00 ("Attorneys' Fees and Costs") to Class Counsel; (2) Enhancement Payment in an amount up to \$10,000.00 to Plaintiff; (3) Settlement Administration Costs in an amount up to \$7,000.00 to the Settlement Administrator; and (4) the amount of \$135,000.00 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA Amount"). The PAGA Amount will be distributed 75% (\$101,250.00) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., \$33,750.00) will be distributed to PAGA Members ("PAGA Employee Amount").

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as a non-exempt employee in California during the Class Period ("Class Workweeks"). The Settlement Administrator has divided the estimated Net Settlement Amount by the Class Workweeks of all Class Members during the Class Period to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Class Workweeks during the Class Period by the Estimated Workweek Value to arrive at each Class Members' Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued payment of their final Individual Settlement Share, net of applicable taxes.

Each Individual Settlement Share will be allocated as 33.33% wages, which will be reported on an IRS Form W-2, and 66.67% penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Settlement Share. The employer's share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross

Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”), based on the number of Workweeks each PAGA Member was employed by Defendant as a non-exempt employee in California during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the total number of PAGA Workweeks of all PAGA Members during the PAGA Period to yield the “PAGA Workweek Value,” and multiplied each PAGA Member’s individual PAGA Workweeks during the PAGA Period by the PAGA Workweek Value to arrive at each PAGA Member’s Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Class Workweeks and/or PAGA Workweeks Based on Defendant’s Records

According to Defendant’s records:

From July 29, 2020 through [end date] (i.e., Class Period), you are credited with <<____>> Class Workweeks.

From March 29, 2023 through [end date] (i.e., PAGA Period), you are credited with <<____>> PAGA Workweeks.

If you wish to dispute the Class Workweeks and/or PAGA Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (a) contains the case name and number of the Action (*Rey Pardillo v. Elma Electronic, Inc.*, Alameda County Superior Court, Case No. 24CV078295); (b) contains your full name, signature, address, telephone number, and the last four digits of your Social Security number; (c) clearly states the number of Class Workweeks or PAGA Workweeks credited to you and what you contend is the correct number to be credited to you; (d) attaches any documentation that you have to support the dispute; and (e) is submitted to the Settlement Administrator by mail at the specified address listed in Section V.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Class Workweeks and/or PAGA Workweeks credited to you. Under the terms of the Settlement:

Your Individual Settlement Share is estimated to be \$<<____>>. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Your Individual PAGA Payment is estimated to be \$<<____>>.

Payments under the Settlement will only be distributed if the Court approves the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to PAGA Members, and PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released PAGA Claims pertaining to Plaintiff and the PAGA Members.

“Released Class Claims” means all claims, charges, complaints, liens, demands, causes of action, obligations, damages and

liabilities, known or unknown, suspected or unsuspected, arising during the Class Period, that each Class Member had, now has, or may hereafter claim to have against the Released Parties that were asserted by Plaintiff in the Class Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged by Plaintiff in the Class Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged by Plaintiff in the Class Action during the Class Period, regardless of whether such claims arise under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law. The Released Class Claims specifically include, but are not limited as follows: All claims arising under the California Labor Code and applicable IWC Wage Order(s), including but not limited to: (1) Violation of California Labor Code (Cal. Lab. Code §§ 510 and 1198) (Unpaid Overtime); (2) Violation of California Labor Code (Cal. Lab. Code § 226.7 and 512(a)) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code (Cal. Lab. Code § 226.7) (Unpaid Rest Period Premiums); (4) Violation of California Labor Code (Cal. Lab. Code §§ 1194, 1197, and 1197.1) (Unpaid Minimum Wages); (5) Violation of California Labor Code (Cal. Lab. Code §§ 201 and 202) (Final Wages Not Timely Paid); (6) Violation of California Labor Code (Cal. Lab. Code § 204) (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code (Cal. Lab. Code § 226(a)) (Non-Compliant Wage Statements); (8) Violation of California Labor Code (Cal. Lab. Code § 1174(d)) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code (Cal. Lab. Code §§ 2800 and 2802) (Unreimbursed Business Expenses); and (10) Unfair Competition (Cal. Business & Professions Code § 17200 et seq.).

“Released PAGA Claims” means any and all claims, arising during the PAGA Period against the Released Parties, for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. as well as any interest, fees, and costs available under PAGA, based on the factual allegations made by Plaintiff in the Original PAGA Notice, Amended PAGA Notice, and the PAGA Action, or allegations that Plaintiff could have alleged in the Original PAGA Notice, Amended PAGA Notice, and the PAGA Action, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of the California Labor Code, including inter alia sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders (including, inter alia, Nos. 4-2001), and any other penalties for alleged violations of the Labor Code that could otherwise be recovered pursuant to the procedures provided for in PAGA.

“Released Parties” means Elma Electronic, Inc. or any of its directors, officers, management-level employees, attorneys, insurers, and agents, whether in their individual or official capacities.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek Attorneys’ Fees in an amount of up to thirty five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$315,000.00 if the Gross Settlement Amount is \$900,000.00) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000.00) (“Enhancement Payment”), in recognition of his services in connection with the Actions and his broader individual release and waiver of claims. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiff may be entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Dollars (\$7,000.00) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHEN WILL SETTLEMENT PAYMENT BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendant is expected to fund the

Gross Settlement Amount and fund the amounts necessary to fully pay their Employer Taxes within twenty (20) calendar days of the Effective Date, and distributions of Individual Settlement Payments to Settlement Class Members and Individual PAGA Payments to PAGA Members are expected to occur within thirty (30) calendar days of the Effective Date.

“Effective Date” means the later of (a) the last day on which any appeal might be filed with respect to the Final Approval Order and Judgment, assuming no appeal is filed, or (b) the date of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including expiration of any time to seek reconsideration or further review.

V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (a) contain the case name and number of the Action (*Rey Pardillo v. Elma Electronic, Inc.*, Alameda County Superior Court, Case No. 24CV078295); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a clear written statement indicating that you seek exclusion from the Class Settlement; and (d) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing.

An objection must: (a) contain the case name and number of the Class Action (*Rey Pardillo v. Elma Electronic, Inc.*, Alameda County Superior Court, Case No. 24CV078295); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be mailed to the Settlement Administrator at the address listed in Section V.B above, postmarked **no later than [Response Deadline]**.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 17 of the Alameda County Superior Court, located at Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612, on <<date>>, at <<time>>, to determine whether

the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You may appear for the Final Approval Hearing in person or you may appear remotely. Please visit the Court's website for the most-up to-date information regarding how to appear remotely: <https://www.alameda.courts.ca.gov/general-information/remote-appearances>.

Please visit the Court's website for the most up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.alameda.courts.ca.gov/location/oakland-rene-c-davidson-courthouse>.

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other imaged documents filed in the Action for a fee by visiting the Office of the Clerk of the Court, located at 1225 Fallon Street, Oakland, California 94612, during business hours, or online by visiting the following website: <https://eportal.alameda.courts.ca.gov/?q=node/388>, clicking "Case Number Search," and typing in the case number "24CV078295."

If the Court grants final approval of the Settlement, the Settlement Administrator will post the Court's order granting final approval of the settlement and judgment on its website: [Settlement Administrator Website].

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.