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

NORMA RODRIGUEZ, an individual, on behalf
of herself, the State of California, as a private
attorney general, and on behalf of all others
similarly situated,

Plaintiff,

v.

AVID IDENTIFICATION SYSTEMS, INC., a
California Corporation; and DOES 1 TO 50,

Defendants.

Case Number: CVRI2401629

**Amended [~~Proposed~~] Order Granting Motion
for Preliminary Approval of Class Action
Settlement**

1 ~~PROPOSED~~ ORDER

2 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
3 before this Court on June 30, 2025, in Department 1, the Honorable Harold Hopp, presiding. The Court
4 having considered the papers submitted in support of the application of the parties, HEREBY ORDERS
5 THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
7 upon the terms set forth in the Amended Class Action and PAGA Settlement Agreement and Class
8 Notice (the "Settlement Agreement") attached as **Exhibit A** to the Supplemental Declaration of
9 Jonathan Melmed in support of Plaintiff's Motion for Order Granting Preliminary Approval of Class
10 Action Settlement. All terms used herein shall have the same meaning as defined in the Settlement
11 Agreement. The settlement set forth in the Settlement Agreement appears to be fair, adequate and
12 reasonable to the Class, and the Court preliminarily approves the terms of the Settlement Agreement,
13 including, without limitation:

- 14 a. A non-reversionary Gross Settlement Amount of **\$300,000.00**;
- 15 b. The Class Representative enhancement payment to the named Plaintiff of
16 **\$7,500.00**;
- 17 c. Court approved attorneys' fees to Class Counsel of up to **\$100,000.00**,
18 representing one-third of the Gross Settlement Amount;
- 19 d. Court approved litigation costs to Class Counsel of up to **\$15,000.00**;
- 20 e. Fees and Costs of the Settlement Administrator of up to **\$15,000.00**; and
- 21 f. A PAGA allocation of \$20,000.00, with **\$15,000.00** (i.e., 75%) payable to the
22 California Labor & Workforce Development Agency for its portion of the
23 PAGA penalties.

24 2. This Court has considered the papers in support of the Motion and the Settlement
25 Agreement and finds that, pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified for
26 settlement purposes only. Specifically, the Court finds for settlement purposes only that the proposed
27 Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality requirements; (d)
28 the claims of the Class Representative is typical of the claims of the proposed Class Members; (e) Class

1 Representative's counsel has and is able to adequately represent the proposed Class; (f) the Class
2 Representative is adequate to represent the Class; and (g) class-wide treatment of this dispute is
3 superior to individual litigation because common issues predominate over individual issues for
4 settlement purposes.

5 3. The Settlement falls within the range of reasonableness and appears to be presumptively
6 valid, subject only to any objections that may be raised at the final fairness hearing and final approval
7 by this Court.

8 4. A final fairness hearing on the question of whether the proposed Settlement, attorneys'
9 fees and costs to Class Counsel, and the Class Representative's enhancement award should be finally
10 approved as fair, reasonable and adequate as to the members of the Class is scheduled on the date and
11 time set forth in the Implementation Schedule.

12 5. This Court approves, as to form and content, the Court Approved Notice of Class Action
13 Settlement and Hearing Date for Final Approval ("Class Notice"), in substantially the form attached
14 hereto as **Exhibit 1**, the Exclusion Form, attached hereto as **Exhibit 2**, and the Objection Form,
15 attached hereto as **Exhibit 3**. The Court approves the procedure for Class Members to participate in, to
16 opt out of, and to object to, the Settlement as set forth in the Settlement Agreement.

17 6. The Court directs the mailing of the Class Notice by first class mail to the Class
18 Members in accordance with the Implementation Schedule set forth below. The Court finds the dates
19 selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule,
20 meet the requirements of due process and provide the best notice practicable under the circumstances
21 and shall constitute due and sufficient notice to all persons entitled thereto.

22 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
23 only.

24 8. The Court preliminary certifies for settlement purposes only the Settlement Class
25 defined as follows: *all individuals who are or were employed by Defendant as non-exempt employees*
26 *in the State of California during the Class Period. See Settlement Agreement, at § 1.5. The Class Period*
27 *is defined as the period of time from March 22, 2020 through February 15, 2025. See Settlement*
28 *Agreement, at § 1.12.*

1 9. “Participating Class Member” means a Class Member who does not submit a valid and
2 timely Request for Exclusion from the Class portion of the Settlement. All Participating Class
3 Members, on behalf of themselves and their respective former and present representatives, agents,
4 attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all class
5 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the operative
6 First Amended Class and Representative Action Complaint in the Action, for the duration of the Class
7 Period.

8 10. Released Class Claims means any and all class claims that were alleged, or reasonably
9 could have been alleged, based on the facts stated in the operative First Amended Class and
10 Representative Action Complaint in the Action, for the duration of the Class Period.

11 11. The Court confirms Plaintiff Norma Rodriguez as Class Representative, and Jonathan
12 Melmed and Laura M. Supanich of Melmed Law Group P.C. as Class Counsel.

13 12. The Court appoints Apex Class Action Administration as the Settlement Administrator
14 to perform services as required by and outlined in section 7 of the Settlement Agreement.

15 13. The Class Notice to the Class Members shall be accompanied by an exclusion form that
16 the class members may use. Any exclusion form shall be submitted to the settlement administrator
17 rather than filed with the court. Class Members shall not be required to send copies of the exclusion
18 form to counsel. The settlement administrator shall file a declaration concurrently with the filing of any
19 motion for final approval authenticating a copy of every exclusion form received by the administrator.

20 14. The Class Notice shall be accompanied by an objection form that the class members
21 may use. Any objection shall be submitted to the settlement administrator rather than be filed with the
22 Court. Class Members shall not be required to send copies of the objection form to counsel. The
23 settlement administrator shall file a declaration concurrently with the filing of any motion for final
24 approval authenticating a copy of every objection form received by the settlement administrator.

25 15. To facilitate administration of the Settlement pending final approval, the Court hereby
26 enjoins Plaintiff from filing or prosecuting any claims, suits or administrative proceedings (including
27 filing claims with the Division of Labor Standards Enforcement of the California Department of
28 Industrial Relations) regarding claims released by the Settlement.

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

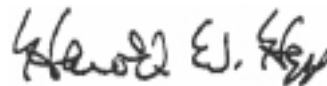
a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[no later than 15 days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[no later than 14 days after receiving Class Data from Defendant]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[60 days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	[60 days after mailing of the Class Notice]
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
f.	Final Approval and Fairness Hearing	January 15, 2026 at 8:30 a.m.

17. If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

18. The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the Settlement.

IT IS SO ORDERED.

Dated: July 14, 2025



Hon. Harold Hopp

Judge of the Superior Court, Riverside County

Exhibit 1

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

Norma Rodriguez v. Avid Identification Systems, Inc.
Superior Court of the State of California for the County of Riverside
Case No. CVRI2401629

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Avid Identification Systems, Inc. (“Defendant” or “Avid”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Norma Rodriguez (“Plaintiff”), and seeks payment of (1) back wages and other relief for a class of nonexempt employees who worked for Defendant in California during the Class Period (“Class Members”). The Class Period is defined as March 22, 2020 through February 15, 2025; and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all nonexempt employees who worked for Defendant in California during the PAGA Period (“Aggrieved Employees”). The PAGA Period is defined as March 22, 2023 through February 15, 2025.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). PAGA is a law which allows Plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of other employees who Plaintiff claims were “aggrieved” by alleged wage and hour violations on the part of Defendant.

A copy of the Amended Class Action and PAGA Settlement Agreement (the “Settlement” or “Agreement”) is attached as Exhibit A to the Declaration of Jonathan Melmed in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement filed with the California Superior Court for the County of Riverside on [REDACTED], which can be located at 4050 Main Street Riverside, CA 92501 or <https://epublicaccess.riverside.courts.ca.gov/publicportal/?q=user/login&destination=node/379>

Based on Defendant’s records, and the Parties’ current assumptions, **your total Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your total Individual PAGA Payment is estimated to be \$ [REDACTED]**. 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 Defendant’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 Defendant’s records showing that **you worked [REDACTED] Workweeks** during the Class Period and **you worked [REDACTED] Pay Periods** during the PAGA Period. Workweeks and Pay Periods may be based on either: (1) weeks/pay periods during at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates,

re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status. If you believe that you worked more Workweeks during the Class Period or more Pay Periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has granted preliminary approval of the Settlement and ordered this Notice to be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights. 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 determination of these issues will be made at the Final Approval Hearing. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires 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 as a nonexempt employee in California during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

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

If you do not wish to take part in the class action portion of the Settlement (the "Class Settlement"), you may exclude yourself (i.e., opt out of the Class Settlement) by completing and sending to the Settlement Administrator the attached Request for Exclusion Form.

Send the Request for Exclusion directly to the Settlement Administrator at the following address by no later than **[Response Deadline]**: **[Settlement Administrator Address]**

Any person who submits a timely Request for Exclusion from the Class Settlement shall, upon receipt, no longer be a Class Member, shall be barred from participating in the Class Settlement, and shall receive no benefits from the class action portion of the Settlement. If you want confirmation of receipt of your Request for Exclusion, please send it by United States certified mail, return receipt requested, or contact the Settlement Administrator.

Importantly, Class Members who timely and validly request exclusion from the Class Settlement will not be excluded from their share of the PAGA Payment. Requesting exclusion from the Class Settlement applies solely to the Class Members' entitlement to

the class action portion of the Settlement and not their entitlement to the PAGA Payment. If you request exclusion from the Class Settlement you will still be entitled to your share, if any, of the PAGA Payment.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage and hour claims against Defendant that are covered by this Settlement (Released Claims) (defined below).
You Can Opt-Out of the Class Settlement but not the PAGA Settlement The Opt-Out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the [REDACTED] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amounts of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. Workweeks and Pay Periods may be based on either: (1) weeks/pay periods during at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between nonexempt and exempt status. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by allegedly: (1) failing to pay minimum wage for all hours worked; (2) failing to pay all overtime wages; (3) failing to provide compliant rest breaks and/or pay missed rest break premiums; (4) failing to provide compliant meal periods and/or pay missed meal period premiums; (5) failing to maintain accurate employment records; (6) failing to pay wages timely during employment; (7) failing to pay all wages earned and unpaid at separation; (8) failing to furnish complete and accurate itemized wage statements; and (9) engaging in unfair, fraudulent, and/or unlawful business practices based on the foregoing allegations. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Jonathan Melmed and Laura Supanich of Melmed Law Group P.C. (“Class Counsel”).

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

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$300,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to one-third of the Gross Settlement (i.e., \$100,000.00) to Class Counsel for attorneys’ fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 for Plaintiff Norma Rodriguez as a Class Representative Award for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$15,000.00 to the Administrator for services administering the Settlement.

- D. Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portions. 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.

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

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 Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **[Exclusion Date]**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **[Exclusion Date]** Response Deadline. The Request for Exclusion should be a signed and completed Request for Exclusion Form (accompanying this Notice), or a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Class Settlement. Excluded Class Members (i.e., Non-Participating Class

Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff 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 Administration (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks/Pay Periods, mail and remail 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. Release by Participating Class Members. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, 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 related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties (defined as Defendant and its officers, directors, employees, and agents) from any and all class claims that were alleged, or reasonably could have been alleged, based on the facts stated in the operative First Amended Class and Representative Action Complaint in the Action, for the duration of the Class Period (the “Released Claims”).

10. Released PAGA Claims. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting any of the PAGA claims released under the Settlement, whether or not they exclude themselves from the Class Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any

other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release:

Plaintiff releases the Released Parties from all claims for PAGA penalties that were alleged in the Action, or that could have been sought by the Labor Commissioner, for the identified violations asserted in Plaintiff's PAGA Notice filed with the LWDA on March 22, 2024, for the duration of the PAGA Period. Pursuant to California Labor Code §§ 2698, *et seq.* and the California Supreme Court's decision in *Arias v. Superior Court* (2009) 46 Cal.4th 969, the Parties agree, and the Court hereby orders and approves, that the Judgment and release of Released PAGA Claims entered in this Action shall be binding on all non-party Aggrieved Employees. Plaintiff does not release any Aggrieved Employees' claims for wages or damages (the "Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **[Response Deadline]** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

Your check 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?

Complete and send to the Settlement Administrator the attached Request for Exclusion Form. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Norma Rodriguez v. Avid Identification Systems, Inc.*, Riverside Superior Court Case No. CVRI2401629, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [Response Deadline], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

You have the right to object to the terms of the Settlement if you do not request exclusion. If, however, the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may complete and file with the Settlement Administrator and the Court the attached Objection Form.

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the [Date of Final Approval Hearing] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses, and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website ([URL]).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, and/or Motion for Fees, Litigation Expenses, and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by

Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [Response Deadline].** Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [] at [] a.m./p.m.] in Department [1] of the Riverside Superior Court, located at 4050 Main Street, Riverside, CA 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually if the Court's rules permit. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to [Administrator]'s website at [] (URL) . You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website (<https://epublic-access.riverside.courts.ca.gov/public-portal/>). You can also make an appointment to personally review court documents in the Clerk's Office of the Riverside Superior Court, located at 4050 Main Street, Riverside, CA 92501. The final version of the Settlement Agreement was filed with the Court on June 20, 2025 as Exhibit 7 of the Supplemental Declaration of Jonathan Melmed in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

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

Class Counsel:

Name of Firm: Melmed Law Group P.C.

Name of Attorneys and Email Addresses:

Jonathan Melmed, jm@melmedlaw.com

Laura Supanich, lms@melmedlaw.com

Mailing Address: 1801 Century Park East, Suite 850, Los Angeles, California 90067

Telephone: (310) 824-3828
Fax Number: (310) 862-6851

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

Exhibit 2

REQUEST FOR EXCLUSION FORM

Norma Rodriguez v. Avid Identification Systems, Inc.

Case Number CVRI2401629

Superior Court of the State of California for the County of Riverside

If you want to be included in this class action settlement and receive a class settlement payment, do not fill out this form.

If you do *not* want to be included in this class action settlement, and do not want to receive a class settlement payment, you must complete, date and sign this form and mail it back to the address below, postmarked no later than [Response Deadline]:

Norma Rodriguez v. Avid Identification Systems, Inc.

c/o Settlement Administrator

[SETTLEMENT ADMINISTRATOR ADDRESS]

If you submit this Request for Exclusion form, you will ***not*** receive an individual class settlement payment under the class action portion of the Settlement, and you will not be bound by the release set forth in the Settlement if the Court grants final approval of the Settlement. You will be excluded from the class action portion of the Settlement, and will not be a Class Member in this case.

If you are entitled to receive a share of the PAGA Payment, you will receive your portion of the PAGA Payment even if you elect to exclude yourself from the class action portion of the Settlement. The employees who are entitled to receive a share of the PAGA Payment are those who meet the following definition: all individuals who are or were employed by Avid Identification Systems, Inc. (“Defendant”) as nonexempt employees in California during the PAGA Period. The “PAGA Period” is defined for these purposes to mean the period from March 22, 2023 through February 15, 2025.

By completing, signing, and returning this form, you are confirming your agreement with the following statement:

I have received notice of the proposed Settlement in this class action lawsuit, and I wish to be excluded from the class settlement in the lawsuit. I understand by requesting exclusion from the class settlement, I will not receive any money from the class settlement of the lawsuit, but I will retain whatever individual rights I may have, if any, to pursue a claim against the Defendant with respect to the class claims raised in the above-referenced lawsuit.

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security Number: XXX-XX-_____

Date: _____

Signature: _____

Exhibit 3

OBJECTION FORM

Norma Rodriguez v. Avid Identification Systems, Inc.

Case Number CVRI2401629

Superior Court of the State of California for the County of Riverside

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION
SETTLEMENT AND RECEIVE A CLASS SETTLEMENT PAYMENT, DO
NOT FILL OUT THIS FORM.**

**IF YOU WANT TO OBJECT TO THE
SETTLEMENT, COMPLETE, DATE, AND SIGN THIS
FORM AND MAIL OR DELIVER IT BACK TO THE ADDRESS BELOW,
POSTMARKED NO LATER THAN [response deadline]:**

Norma Rodriguez v. Avid Identification Systems, Inc.

c/o Settlement Administrator

[Settlement Administrator Address]

If you choose, you may object to the proposed Settlement. The Court will consider your objection before deciding whether to grant final approval to the class action settlement. By objecting, you are requesting that the Court *not* grant final approval to the class action settlement. If you are concerned that the settlement terms are unfair, you may submit an objection for the Court's review. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will get your settlement payment and the release of claims will apply to you.

If you wish to object to the Settlement, you may complete this Objection form and state the basis for your objection, or you may write your objection in any other written format you choose. Alternatively, you may appear at the Final Fairness Hearing and make your objection to the Court regardless of whether you submit a written objection. Send the completed Objection form or other written statement, along with legal briefs or other documents that support your objection, if any, by mailing it to the address below, postmarked no later than [response deadline].

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security number: XXX-XX-_____

Date: _____

(signature)

Reasons Why You Object (you may attach additional pages if necessary): _____
