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Attorneys for Plaintiff FRANK BRECKENRIDGE

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

FRANK BRECKENRIDGE, individually and
on behalf of other similarly situated,

Plaintiff,

vs.

PACIFIC MATERIAL HANDLING
SOLUTIONS, INC.; and DOES 1 through 25,
inclusive,

Defendant.

Case No.: 24CV070227 [*lead case*]
[*consolidated with* Case No. 24CV078938]

Honorable Somnath Raj Chatterjee
Department 21

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

Date: February 24, 2026
Time: 2:30 p.m.
Dept.: 21

Class Complaint Filed: April 3, 2024
PAGA Complaint Filed: June 7, 2024
Consolidated: February 11, 2025
Trial Date: Not Set

1 **[REVISED PROPOSED] ORDER**

2 On February 24, 2026 at 2:30 p.m. in Department 21 of the above-captioned Court located at
3 1225 Fallon Street, Oakland, California 94612, Plaintiff Fank Breckenridge's ("Plaintiff") Motion for
4 Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the
5 Honorable Somnath Raj Chatterjee. Blackstone Law, APC appeared on behalf of Plaintiff and
6 Coblentz Patch Duffy & Bass LLP appeared on behalf of Defendant Pacific Material Handling
7 Solutions, Inc. ("Defendant").

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Amended Joint Stipulation of Class Action and
13 PAGA Settlement ("Settlement" or "Settlement Agreement") attached as "Exhibit 2" to the
14 Supplemental Declaration of Annabel Blanchard in Support of Plaintiff's Motion for Preliminary
15 Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the
16 Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

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

27 4. The Court preliminarily finds that the Settlement, including the allocations for the
28 Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration
Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the

Settlement Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues and are consistent with the requirements of California Labor Code § 2699(1).

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

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

All current and former hourly-paid and/or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

(The Class Period is defined as the period from April 3, 2020 through February 20, 2025.)

7. The Court provisionally appoints Johnathan M. Genish, Barbara DuVan-Clarke, Danille L. GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiff Fank Breckenridge as the representative of the Class ("Class Representative").

9. The Court provisionally appoints Apex Class Action Administration to handle the administration of the Settlement ("Settlement Administrator").

10. Within fourteen (14) calendar days after entry of this Order, Defendant will provide the

Settlement Administrator with the following information about each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period; (5) Workweeks worked for Defendant during the Class Period; (6) Pay Periods worked for Defendant during the PAGA Period (if applicable) (collectively referred to as the “Class List”) in conformity with the Settlement Agreement.

11. The Class Notice is to be mailed with a postage-paid return envelope to the Class.

12. The Court approves, both as to form and content, the Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members’ right to dispute the Workweeks and/or Pay Periods credited to each of them by submitting a Workweeks Dispute, and of each Settlement Class Member’s right and opportunity to object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. Mail to all Class Members within seven (7) calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

13. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members (“Response Deadline”), unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by

1 express agreement between Class Counsel and Defendant's Counsel. In the event that a Class Notice
2 is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen
3 (15) calendar days from the original Response Deadline. Any such person who timely and validly
4 chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery
5 under the Class Settlement and will not be bound by the Class Settlement or have any right to object,
6 appeal, or comment thereon. Nevertheless, all PAGA Employees will be bound by the PAGA
7 Settlement and issued their Individual PAGA Payment, irrespective of whether they submit a Request
8 for Exclusion. Class Members who do not submit a timely and valid Request for Exclusion (i.e.,
9 Settlement Class Members) shall be bound by the Settlement Agreement and any final judgment based
10 thereon.

11 14. A Final Approval Hearing shall be held before this Court on
12 _____ at _____ a.m./p.m. in Department 21 of the Alameda
13 County Superior Court, located at 1225 Fallon Street, Oakland, California 94612, to determine all
14 necessary matters concerning the Settlement, including: whether the proposed settlement of the action
15 on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should
16 be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered
17 herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate,
18 and reasonable to the Class Members and PAGA Employees; and determine whether to approve the
19 requests for the Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration Costs,
20 and allocation for the PAGA Amount.

21 15. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
22 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the
23 appropriate declarations and supporting evidence, including the Settlement Administrator's
24 declaration, by _____, to be heard at the Final Approval Hearing.

25 16. To object to the Class Settlement, a Settlement Class Member must submit their Notice
26 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
27 Objection must be signed and must contain the information that is required, as set forth in the Class
28 Notice, including and not limited to the grounds for the objection. Settlement Class Members,

1 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
2 regardless of whether they have submitted a Notice of Objection.

3 17. In the event the Settlement does not become effective in accordance with the terms of
4 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
5 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
6 the parties shall revert back to their respective positions as of before entering into the Settlement
7 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
8 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

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

13 **IT IS SO ORDERED.**

14
15 Dated: _____

Honorable Somnath Raj Chatterjee
Judge of the Superior Court

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EXHIBIT 1

Breckenridge v. Pacific Material Handling Solutions, Inc.
Superior Court of California for the County of Alameda, Cases No. 24CV070227 and No.
24CV078938

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.

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

I. IMPORTANT DEFINITIONS

“PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

Plaintiff contends 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 accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”). Plaintiff seeks, among

1 other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses,
2 restitution, penalties, interest, and attorneys' fees and costs.

3 Defendant denies all of the allegations in the Action or that it violated any law.

4 The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached
5 a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement
6 ("Settlement" or "Settlement Agreement").

7 On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The
8 Court has appointed Apex Class Action as the administrator of the Settlement ("Settlement Administrator"),
9 Plaintiff Frank Breckenridge as representative of the Class ("Class Representative"), and the following
10 Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

11 Jonathan M. Genish
12 Barbara DuVan-Clarke
13 Danielle L. GruppChang
14 P.J. Van Ert
15 Annabel Blanchard

16 **Blackstone Law, APC**

17 8383 Wilshire Boulevard, Suite 745

18 Beverly Hills, California 90211

19 Tel: (310) 622-4278 / Fax: (855) 786-6356

20 If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you
21 have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an
22 Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay
23 Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a
24 PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have
25 the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound
26 to the PAGA Settlement if the Court grants final approval of the Settlement.

27 The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is
28 intended or will be construed as an admission by Defendant that the claims in the Action have merit or that
Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their
respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued
litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the
State of California, and PAGA Employees.

29 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

30 **A. Settlement Formula**

31 The total gross settlement amount is Five Hundred Thousand Dollars (\$500,000) (the "Gross Settlement
32 Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is
33 referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount
34 less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to
35 exceed thirty five percent (35%) of the Gross Settlement Amount (i.e., \$ 175,000), and reimbursement of
36 litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars (\$30,000) to Class Counsel;
37 (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff for his
38 services in the Action; (3) the amount of Fifty Thousand Dollars (\$50,000) allocated toward civil penalties under
the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$37,500)
("LWDA Payment") and the remaining 25% (\$12,500) will be distributed to PAGA Employees ("PAGA
Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Six Thousand Dollars
(\$6,000.00) to the Settlement Administrator.

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 an hourly-paid and/or non-exempt employee in California during the Class Period, which is based on the number of weeks between the latest of the Class Member’s hire date or the beginning of the statute of limitation period and the Class Member’s termination date or end of the class period if the Class Member is a current employee (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled 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 their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Class Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees 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 pay periods each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on 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 Employees 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 provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- From April 3, 2020 through February 20, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.
- From April 1, 2023 through February 20, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Breckenridge v. Pacific Material Handling Solutions, Inc.*, Case No. 24CV070227); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member/PAGA Employee and what the Class Member/PAGA Employee contends is the

correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. 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 and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and 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 Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and 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, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, transferees, and assigns, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

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

"Released Class Claims" any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Class Action, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, applicable Wage Order(s), and all claims for attorneys' fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties (excluding civil penalties pursuant to PAGA), pertaining to the Class Members.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),

1 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders,
2 including *inter alia*, applicable Wage Order(s).

3 “Released Parties” means Defendant and its current and former officers, directors, members, insurers,
4 shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

5 **E. Attorneys’ Fees and Costs to Class Counsel**

6 Class Counsel will seek attorneys’ fees in an amount not to exceed thirty five percent (35%) of the Gross
7 Settlement Amount (i.e., \$ 175,000) and reimbursement of litigation costs and expenses in an amount not to
8 exceed Thirty Thousand Dollars (\$30,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by
9 the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount.
10 Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on
11 a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs
12 and expenses.

13 **F. Enhancement Payment to Plaintiff**

14 Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000) (“Enhancement Payment), in recognition of
15 his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement
16 Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual
17 Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

18 **G. Settlement Administration Costs to Settlement Administrator**

19 Payment to the Settlement Administrator is estimated not to exceed Six Thousand Dollars (\$6,000) (“Settlement
20 Administration Costs”) for the costs of the notice and settlement administration process, including and not
21 limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion,
22 Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Class
23 Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the
24 Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

25 **IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

26 **A. Participate in the Settlement**

27 **If you want to participate in the Class Settlement and receive money from the Class Settlement, you do**
28 **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 and if the Court grants final approval of the
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 against the Released Parties as described
in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, 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 against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment
of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will
be responsible for your own attorney’s fees and expenses.

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued 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 timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

The Court will hold a Final Approval Hearing in Department 21 of the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, CA 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 grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

VI. 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.

1 You may view the Settlement Agreement and other documents filed in the Action by visiting the court's website
2 at <https://eportal.alameda.courts.ca.gov/>

3 You may also visit the Settlement Administrator's website at [REDACTED] for key documents in the Action.

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

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