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10 on behalf of himself and all others similarly
11 situated and aggrieved

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF SACRAMENTO**

14 ISAAC TANNER an individual and on behalf
15 of all other similarly situated,

16 Plaintiff,

17 v.

18 ROYAL TRUCK BODY LLC, a California
19 limited liability company, and DOES 1 through
20 100, inclusive,

21 Defendant.

CASE NO.: 24CV011304

[Assigned for all purposes to the Hon. Lauri
Damrell in Dept. 8B]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

1 This Court, having considered the Motion of plaintiff Isaac Tanner (“Plaintiff”) for
2 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations
4 of Keaton D. Mendoza, David D. Bibiyan, Isaac Tanner, and Jodey Lawrence, the Class Action and
5 PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”), the
6 proposed Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class
7 Notice”), and other documents submitted in support of the Motion for Preliminary Approval, hereby

8 **ORDERS, ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. For purposes of settlement only, the Court certifies the following settlement class
12 (“Settlement Class,” “Settlement Class Members,” “Class Members”) for the purpose of settlement
13 only: all current and former non-exempt employees that worked for Defendant Royal Truck Body
14 LLC (“Defendant”) in California during the period from June 7, 2020 through and including July 6,
15 2025 (“Class Period”). The court finds, for settlement purposes only, that the proposed Class is
16 ascertainable and that there is a sufficiently well-defined community of interest among the
17 Settlement Class Members in questions of law and fact.

18 3. The Court preliminarily appoints the named plaintiff Isaac Tanner as Class
19 Representative, and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as Class
20 Counsel.

21 4. The Court preliminarily approves the proposed class settlement upon the terms and
22 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
23 settlement appears to be within the range of reasonableness of settlement that could ultimately be
24 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
25 amount is fair, adequate, reasonable, and in the best interests of all potential class members when
26 balanced against the probable outcome of further litigation relating to liability and damages issues.
27 It further appears that extensive and costly investigation and research have been conducted such that
28 counsel for the parties at this time are reasonably able to evaluate their respective positions. It further

1 appears to the Court that the settlement at this time will avoid substantial additional costs to all
2 parties, as well as the delay and risks that would be presented by the further prosecution of the
3 Action. It further appears that the settlement has been reached as the result of intensive, non-
4 collusive and arms-length negotiations utilizing an experienced third-party neutral.

5 5. The Court approves, as to form and content, the Class Notice that has been submitted
6 and attached hereto as Exhibit A. Minor, non-substantive changes are permitted to the extent
7 required to facilitate notice administration.

8 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
9 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
10 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
11 with the requirements of law and appears to be the best notice practicable under the circumstances.

12 7. The Court hereby preliminarily approves the definition and disposition of the Gross
13 Settlement Amount of \$770,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent
14 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts
15 to \$269,500.00, in addition to actual costs incurred of up to \$30,000.00; service award of up to
16 \$10,000.00 to Plaintiff; costs of settlement administration of no more than \$9,250.00 and Private
17 Attorneys General Act of 2004 ("PAGA") penalties in the amount of \$50,000.00, of which
18 \$37,500.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
19 \$12,500.00 (25%) to Aggrieved Employees.

20 8. "Aggrieved Employees" means all current or former non-exempt employees that
21 worked for Defendant in California during the period from June 7, 2023 through and including July
22 6, 2025 ("PAGA Period").

23 9. The Gross Settlement Amount expressly excludes Employer's Taxes, which will be
24 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

25 10. Class Member's "Workweek" shall mean any week during which a Class Member
26 worked for Defendant for at least one day, during the Class Period.

27 11. Based on their records, Defendant estimates that Class Members collectively worked
28 a total of 35,000 Workweeks during the period from June 7, 2020 through May 5, 2025. Should the

1 Workweeks during the Class Period increase beyond 10% of 35,000 (i.e., more than 3,500
2 Workweeks), Defendant may, at its option, either: (a) increase the Gross Settlement Amount on a
3 pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class
4 Members above ten percent (10%) (e.g., if the number of Workweeks increases by 11%, Defendant
5 may increase the Gross Settlement Amount by 1%), or (b) set an end date to the Class Period which
6 results in the number of Workweeks worked by the Class Members increasing by 10% or less.

7 12. The Court deems Phoenix Class Action Administration Solutions (“Phoenix” or
8 “Settlement Administrator”), the settlement administrator, and preliminarily approves payment of
9 administrative costs, not to exceed \$9,250.00 out of the Gross Settlement Amount for services to be
10 rendered by Phoenix on behalf of the class.

11 13. Not later than 30 days after Defense Counsel’s receipt of the Court’s Order granting
12 Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to
13 the Administrator, in the form of a Microsoft Excel spreadsheet. “Class Data” means Class Member
14 identifying information in Defendant’s possession including the Class Member’s name, last-known
15 mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay
16 Periods.

17 14. To protect Class Members’ privacy rights, the Administrator must maintain the Class
18 Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose,
19 and restrict access to the Class Data to Administrator employees who need access to the Class Data
20 to effect and perform under the Agreement.

21 15. Before mailing Class Notices, the Administrator shall update Class Member
22 addresses using the National Change of Address database.

23 16. Using best efforts to perform as soon as possible, and in no event later than 14 days
24 after receiving the Class Data, the Administrator will send to all Class Members identified in the
25 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially
26 in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall
27 prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA
28

1 Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if
2 applicable) used to calculate these amounts.

3 17. "Response Deadline" means 60 days after the Administrator mails Notice to Class
4 Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a)
5 fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her
6 Objection to the Settlement. Class Members to whom Notice Packets are resent after having been
7 returned undeliverable to the Administrator shall have an additional 14 days beyond the Response
8 Deadline has expired.

9 18. Not later than 14 days before the date by which Plaintiff is required to file the Motion
10 for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense
11 Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
12 compliance with all of its obligations under the Agreement, including, but not limited to, its mailing
13 of Class Notices, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts
14 to locate Class Members, the total number of Requests for Exclusion from Settlement it received
15 (both valid or invalid), the number of written objections and attach the Exclusion List.

16 19. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
17 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later
18 than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class
19 Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member
20 or his/her representative that reasonably communicates the Class Member's election to be excluded
21 from the Settlement and includes the Class Member's name, address and email address or telephone
22 number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the
23 Response Deadline.

24 20. Every Class Member who does not submit a timely and valid Request for Exclusion
25 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and
26 bound by all terms and conditions of the Settlement, including the Participating Class Members'
27 Releases under Paragraph 5.2 and Aggrieved Employees' Release under Paragraph 5.3 of the
28 Agreement, regardless whether the Participating Class Member actually receives the Class Notice

1 or objects to the Settlement.

2 21. Only Participating Class Members may object to the class action components of the
3 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or
4 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
5 and/or Class Representative Service Payment. Participating Class Members may send written
6 objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class
7 Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections
8 at the Final Approval Hearing. A Participating Class Member who elects to send a written objection
9 to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class
10 Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

11 22. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
12 Request for Exclusion will control, and the Objection will be overruled.

13 23. Each Class Member shall have 60 days after the Administrator mails the Class Notice
14 (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the
15 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
16 Class Notice. The Class Member may challenge the allocation by communicating with the
17 Administrator via fax, email or mail.

18 24. Within sixty (60) days of the Effective Date, Defendant shall transfer Seven Hundred
19 Seventy Thousand Dollars and No Cents (\$770,000) plus Defendant's share of employer-side
20 payroll taxes, as set forth herein, into a Qualified Settlement Fund (QSF) established by the
21 Administrator either directly or by sending the funds to the Administer to be deposited and
22 distributed.

23 25. Within 14 days after Defendant funds the Gross Settlement Amount, the
24 Administrator will mail checks for all Individual Class Payments, Individual PAGA Payments, the
25 LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment,
26 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
27 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment
28 and the Class Representative Service Payment shall not precede disbursement of Individual Class

1 Payments and Individual PAGA Payments.

2 26. For any Class Member whose Individual Class Payment check or Individual PAGA
3 Payment check is uncashed and cancelled after the void date (180 days after the date of mailing),
4 the Administrator shall transmit the funds represented by such checks to the California Controller's
5 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
6 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

7 27. All papers filed in support of final approval, including supporting documents for
8 attorneys' fees and costs, shall be filed by _____.

9 28. A Final Approval Hearing shall be held with the Court on January 8, 2027 at 09:00am
10 in Department 8B of the above-entitled Court to determine: (1) whether the proposed settlement is
11 fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of
12 attorneys' fees and costs to be awarded to Class Counsel; (3) the amounts of service award to the
13 Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the amount
14 to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

15 **IT IS SO ORDERED.**

16
17 Dated: _____

Judge of the Superior Court

EXHIBIT A

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

(Isaac Tanner v. Royal Truck Body LLC,
Sacramento County Case No. 24CV011304)

***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 Royal Truck Body LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee Isaac Tanner (“Plaintiff”) and seeks recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs on behalf of all non-exempt employees who worked for Defendant in California during the Class Period (June 7, 2020 through and including July 6, 2025) (“Class Members”); and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt employees who worked for Defendant in California during the PAGA Period (June 7, 2023 through and including July 6, 2025) (“Aggrieved Employees”).

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 civil penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to 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 _____ workweeks** during the Class Period and **you worked _____ Pay Periods (not workweeks)** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement 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 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 claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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 claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class 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 _____	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 _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. 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 _____	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA 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 _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee. In the Action, Plaintiff alleges Defendant violated California labor laws by failing to pay overtime wages, including failure to include additional remuneration when calculating overtime wages, failure to provide compliant meal periods or pay meal period premiums in lieu thereof, failure to authorize or permit rest periods or pay rest period premiums in lieu thereof, failure to pay minimum and straight time wages, failure to timely pay all earned wages and final paychecks due at the time of separation of employment, failure to timely pay wages during employment, failure to provide complete and accurate wage statements, failure to keep requisite payroll records, failure to reimburse necessary business-related expenses and costs, failure to pay all accrued and vested vacation, and violations of Business and Professions Code sections 17200 et. seq. for unfair competition. Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”) pursuant to a written notice Plaintiff provided to the California Labor and Workforce Development Agency (the “LWDA”) and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated (the “LWDA Notice”). Plaintiff is represented by attorneys in the Action: David Bibiyan and Vedang J. Patel (“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 and mediated the matter in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. 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. The Court preliminarily approved the proposed Settlement, 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 \$770,000 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 attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Within sixty (60) days of the Effective Date, Defendant shall transfer Seven Hundred Seventy Thousand Dollars (\$770,000) plus Defendant’s share of employer-side payroll taxes, as set forth herein, into a Qualified Settlement Fund established by the Administrator either directly or by sending the funds to the Administrator to be deposited and distributed.
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 \$269,500.00 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

- C. Up to \$9,250.00 to the Administrator for services administering the Settlement.
- D. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA 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 Workweeks during the Class Period.
- 4. Taxes Owed on Individual Class Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to unpaid wages subject to withholding of all applicable local, state, and federal taxes (the “Wage Portions”); and eighty percent (80%) of each Individual Class Payment to be allocated to interest and penalties from which no taxes will be withheld (“Non-Wage Portions”). The Administrator will issue to each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the penalties and interest allocations.

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 ____, 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 _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the 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 to 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 Participating Class Members and/or Aggrieved Employees will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (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 and/or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement 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 based on the Class 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 release the Released Parties of and from all claims that were alleged, or reasonably could have been alleged, in the Operative Complaint that arose during the Class Period including without limitation with respect to the following claims: (1) failure to pay overtime wages, including failure to pay additional remuneration when calculating overtime wages; (2) failure to provide compliant meal periods or pay meal period premiums in lieu thereof; (3) failure to authorize and permit compliant rest periods or pay rest period premiums in lieu

thereof; (4) failure to pay minimum and straight time wages; (5) failure to timely pay all earned wages and final paychecks due at the time of separation of employment; (6) failure to timely pay wages during employment; (7) failure to keep requisite payroll records; (8) failure to reimburse necessary business-related expenses and costs; (9) failure to pay all accrued and vested vacation; (10) all claims under California Business & Professions Code § 17200 for unfair business practices and parallel claims under the Fair Labor Standards Act that could have been premised on the facts, claims, causes of action or legal theories described above; and (11) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all such causes of action under California law. Except as set forth in Paragraphs 5.1 and 5.3 of the Agreement, Participating Class Members do not release claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including Participating Class Members and Class Members 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, as alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release:

The LWDA, and the Aggrieved Employees, including Non-Participating Class Members, release the Released Parties of and from all claims, demands, rights, liabilities, and causes of action for any civil penalties recoverable under the California Labor Code, including PAGA, that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative Complaint, PAGA Complaint, and the PAGA Notice (and any amendments thereto) and ascertained in the course of the Actions, arising during or with respect to the PAGA Period.

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 \$12,500 by the total number of PAGA Pay Periods worked

by all Aggrieved Employees and (b) multiplying the result by the number of PAGA 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 _____ to challenge the number of Workweeks and/or PAGA 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 PAGA 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 PAGA 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?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. 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 *Isaac Tanner v. Royal Truck Body LLC*, Case No. 24CV011304, 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 _____, or it will be**

invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

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 court days before the 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 Payment 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 Payment. 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)_____ or the Court's website <https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>.

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 Payment 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 _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. 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 (time) in Department 22 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814. 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 comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Department 22's Zoom link (<https://saccourt-ca-gov.zoomgov.com/my/sscdept22>) or by phone [(833) 568-8864 / ID: 16184738886]. 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 _____ 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 _____ (specify entity) '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 by going to (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>) and entering the Case Number for the Action, Case No. 24CV011304. You can also make an appointment to personally review court documents in the Clerk's Office at the Gordon D. Schaber Sacramento County Courthouse by calling (916) 874-5522.

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

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Los Angeles, CA 90024

Tel: (310) 438-5555

Fax: (310) 300-1705

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.