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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA – RENE C. DAVIDSON COURTHOUSE

ALEXANDER A. CHATMAN, JR., an
individual, on behalf of himself and others
similarly situated,

Plaintiff,

vs.

RJMS CORPORATION, a Delaware
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CLASS ACTION

Case No.: 24CV081124

Assigned for All Purposes To:
Hon. Somnath Raj Chatterjee

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

Date: September 22, 2026

Time: 2:30 p.m.

Dept.: 21

Reservation No.: 324541880630

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

2 On September 22, 2026, the Court conducted a hearing on the unopposed Motion for
3 Preliminary Approval of Class Action and PAGA Settlement Agreement filed by named Plaintiff
4 Dominic Davis (“Plaintiff”) on behalf of himself and all others similarly situated.

5 The Court has reviewed and considered Plaintiff’s Motion and the Class Action and
6 PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”) between Plaintiff and
7 Defendants RJMS Corporation (“Defendant”) (Plaintiff and Defendants shall be referred to
8 collectively as the “Parties”).

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

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

14 1. The Court finds on a preliminary basis that the proposed Settlement falls within
15 the range of reasonableness, and the terms of Settlement, as set forth in the Settlement
16 Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet
17 the requirements for preliminary approval, subject only to any objections that may be raised
18 before or at the Final Approval Hearing. It appears to the Court that the Settlement’s terms are
19 fair, adequate, and reasonable as to all potential Class Members when balanced against the
20 probable outcome of further litigation, given the risks relating to liability and damages. It further
21 appears that extensive investigation and research have been conducted such that counsel for the
22 Parties at this time are reasonably able to evaluate their respective positions. It further appears to
23 the Court that the Settlement at this time would avoid substantial additional costs by all Parties,
24 as well as the delay and risks that would be presented by the further prosecution of the Action. It
25 appears the Settlement has been reached as a result of intensive, arm’s-length negotiations
26 utilizing an experienced third-party neutral.

27 2. The Court further finds, for settlement purposes only, that the requirements of
28 California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are

1 satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class
2 described in the Motion for Preliminary Approval and Settlement Agreement:

3 “All persons employed by Defendant in California and classified as a non-exempt hourly
4 employee who worked for Defendant from February 3, 2022 through March 31, 2026.”

5 3. The Court further finds the PAGA allocation in the Settlement Agreement is fair,
6 adequate and reasonable, and approved the following representative group of Aggrieved
7 Employees as governed by the Settlement Agreement with respect to the representative PAGA
8 claim:

9 “All persons employed by Defendant in California and classified as a non-exempt hourly
10 employee who worked for Defendant from June 24, 2023 through March 31, 2026.”
11 (“PAGA Period”).

12 4. The Court further finds that the moving papers presented for the Court’s review
13 set forth a plan to provide proper notice to the Class of the terms of the Settlement and the
14 options available to the Class, including the ability of the Class Members to opt-out or submit a
15 Request for Exclusion to the Settlement and not be bound by the Settlement Agreement or
16 receive any Individual Class Payment under it; to object to the terms of the Settlement; or to do
17 nothing and receive an Individual Class Payment and be bound by the terms of the Settlement.
18 Plaintiff has submitted to the Court a proposed Class Notice.

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

20 1. The Court hereby preliminarily approves the proposed Settlement upon the
21 terms, conditions, and all release language set forth in the Settlement Agreement.

22 2. The Court conditionally certifies and approves, for settlement purposes only, the
23 Class described above.

24 3. For the purposes of this Settlement, Natalie Haritounian, Enoch J. Kim, Andrea
25 Amaya, Matthew Carraher and the other attorneys of D.Law, Inc. (“Class Counsel”) are hereby
26 preliminarily approved as Class Counsel.

27 4. For the purposes of this Settlement, Plaintiff Alexander A. Chatman, Jr. is hereby
28 preliminarily approved as the Class Representative.

1 5. The Court preliminarily approves Phoenix Settlement Administrators as the
2 Administrator. The procedures for paying the Administration Expense Payment, as set forth in
3 the Settlement Agreement, are approved. Phoenix Settlement Administrators is directed to
4 perform all responsibilities of the Administrator as set forth in the Settlement Agreement. Once
5 entered, Phoenix Settlement Administrators, will also post the Judgment in this matter on its
6 website.

7 6. The Court hereby preliminarily approves, as to form and content, the Class
8 Notice, attached as Exhibit A to the Settlement Agreement, which is attached as Exhibit 1 to the
9 Declaration of Enoch J. Kim in Support of Plaintiff's Motion for Preliminary Approval of Class
10 Action and PAGA Settlement. The Class Notice is also attached hereto as **Exhibit 1**. The Court
11 finds that the dates and procedure for mailing and distributing the Class Notice in the manner set
12 forth in the Settlement Agreement meet the requirements of due process and are the best notice
13 practicable under the circumstances and shall constitute due and sufficient notice to all persons
14 entitled thereto.

15 7. The Court hereby preliminarily approves the definition and disposition of the
16 Gross Settlement Amount as that term is defined in the Settlement Agreement. Assuming the
17 Settlement receives final approval, Defendant shall be required to pay only the Gross Settlement
18 Amount in the total amount of \$750,000.00 plus the employer's share of taxes due as a result of
19 this Settlement on a non-reversionary basis that covers all payments to Class Members. The
20 proposed disbursements are as follows:

21 Class Counsels' Fees	Up to \$216,666.67 (1/3 of the Gross Settlement Amount)
22	
23 Class Counsels' costs for actual expenses	Up to \$20,000
24 incurred	
25 Administration Costs	Estimated to be up to \$7,750.00
26 Class Representative Service Award	Up to \$7,500 to Plaintiff Alexander Chatman Jr.
27	
28	

PAGA Penalties

\$65,000 (\$42,250.00 to LWDA; \$22,750.00 to Aggrieved Employees)

8. A Final Approval Hearing (the “Hearing”) shall be held on _____, at _____. before the Honorable Somnath Raj Chatterjee in Department 21 of the Alameda County Superior Court. The purpose of such Hearing will be to: (a) determine whether the proposed Settlement should be finally approved by the Court as fair, reasonable and adequate; (b) determine the reasonableness of Class Counsel’s request for attorneys’ fees and costs and amount to be awarded; (c) determine the reasonableness of the Class Representative’s Service Award requested for the Class Representative and amount to be awarded; and (d) order entry of Judgment in the Action.

9. Class Counsel shall file and serve all papers in support of the Motion for Final Approval and any application for reimbursement of attorneys’ fees and costs, including any costs associated with or incurred by the Administrator, at least sixteen (16) court days before the Final Approval Hearing.

10. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. However, Class Counsel or the Administrator will give notice to any objecting party of any continuance of the Final Approval Hearing.

11. All further proceedings in this Action shall be stayed except such proceedings necessary to review, approve, and implement this Settlement.

12. Neither the Settlement, preliminarily approved or not, nor any exhibit, document or instrument delivered hereunder, nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of the Settlement, shall be admissible in evidence for any reason except as provided in the Settlement Agreement and all amendments thereto. The Court has made no findings on the merits, and the Defendant has denied the allegations in the operative complaint.

1 13. The Court hereby preliminarily approves the PAGA portion of the settlement
2 pursuant to Labor Code § 2699(l)(2). The Court finds that the PAGA Settlement is fair and
3 reasonable. Class Members may not opt out of the PAGA Settlement.

4 14. The Court reserves exclusive and continuing jurisdiction over the Action, the
5 Class Representative, the Class Members, and Defendant for purposes of supervising the
6 implementation, enforcement, construction, administration, and interpretation of the Settlement
7 Agreement pursuant to Code of Civil Procedure section 664.6.

8 15. The Court hereby orders the Parties and the Administrator to carry out their
9 duties and obligations in accordance with the terms of the Settlement Agreement.

10
11 **GOOD CAUSE HAVING BEEN SHOWN, IT IS SO ORDERED.**

12
13 Dated: _____

Honorable Somnath Raj Chatterjee
Judge of the Superior Court

EXHIBIT 1

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

ALEXANDER A. CHATMAN JR. v. RJMS CORPORATION

Superior Court of the State of California, County of Alameda

Case No. 24CV081124

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 RJMS Corporation (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee, Alexander A. Chatman, Jr. (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt, hourly employees (“Class Members”) who worked for Defendant during the Class Period (February 3, 2022 to March 31, 2026); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt, hourly employees who worked for Defendant during the PAGA Period (June 24, 2023 to March 31, 2026) (“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 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 \$_____ (less withholding) 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** during the PAGA Period. If you believe that you worked more workweeks or pay periods 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.

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 (defined below).
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 the Released PAGA 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 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 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 _____. See Section 4 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Defendant employee. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by the attorneys of D.Law, Inc. in the Action.

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 Lonnie Giamela 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. 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 \$650,000.00 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 attorney’s 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 in three (3) installment payments: the first installment payment of \$325,000.00 is due not more than 14 days after the Judgment entered by the Court become final or by January 1, 2027, whichever is later; the second installment payment of \$162,500.00 is due within six (6) months after the first installment payment is made; and the third installment payment of \$162,500.00 is due six (6) months after the second installment payment is

made. 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. The Administrator will distribute the Individual Class Payments and Individual PAGA Payments after the second installment payment is made.

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 \$ 216,666.67 (one-third of the Gross Settlement to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$7,500.00 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 \$7,750.00 to the Administrator for services administering the Settlement.
 - d. Up to \$65,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% 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 interest and penalties ("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 Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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 sent to Legal Aid at Work, the non-profit organization agreed upon by the Parties to serve as the cy pres recipient.
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 request exclusion from the Class Settlement. The procedure for requesting exclusion from the Class Settlement is explained in Section 6 below. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue the Released Class 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 the Released PAGA Claims against Defendant.

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, Phoenix Settlement Administrators (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, 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. 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 for the Released Class Claims defined below.

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 from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including: (a) failure to pay minimum wages, overtime wages, double time wages, and failure to pay other wages of any kind during employment; (b) failure to provide meal periods, and/or timely meal periods, and/or meal premiums; (c) failure to provide rest periods, and/or timely rest periods, and/or rest premiums; (d) failure to provide accurate itemized wage statements; (e) failure to comply with Labor Code §221; (f) failure to timely pay wages during employment and upon termination; (g) failure to maintain accurate records; (h) failure to reimburse or indemnify business expenses; (i) violations of Business & Professions Code § 17200, *et. seq.* (“Released Class Claims”). Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff and the LWDA will be bound by the following release:

Plaintiff, on behalf of the LWDA, releases the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the PAGA Notice, including: (a) failure to pay minimum wages, overtime wages, double time wages, and failure to pay other wages of any kind during employment; (b) failure to provide meal periods, and/or timely meal periods, and/or meal premiums; (c) failure to provide rest periods, and/or timely rest periods, and/or rest premiums; (d) failure to provide accurate itemized wage statements; (e) failure to comply with Labor Code §221; (f) failure to timely pay wages during employment and upon termination; (g) failure to maintain accurate records; and (h) failure to reimburse or indemnify business expenses (“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 \$22,750.00 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 _____ 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?

Submit a written and signed letter with your name, present address, telephone number or email address, 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 *Alexander A. Chatman Jr. v. RJMS Corporation*, and include your identifying information (full name, address, telephone number or email address). 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 via fax, email, or mail (postmarked) 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 _____ or the Court's website alameda.courts.ca.gov.

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 via fax, email, or mail (postmarked) 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 *Alexander A. Chatman Jr. v. RJMS Corporation* and include your name, current address, telephone number or email address, 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 _____ in Department 21 of the Alameda Superior Court, located at 24405 Amador Street, Hayward, CA 94544. 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. 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 Phoenix Settlement Administrators' website at _____. 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 alameda.courts.ca.gov and entering the Case Number for the Action, Case No. 24CV081124. You can also make an appointment to personally review court documents in the Clerk's Office.

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

Class Counsel:

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Matthew Carraher

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Andrea Amaya

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250 N. Madison Ave. Second Floor

Pasadena, CA 91101

Telephone: (818) 962-6465

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.

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.