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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL - 6 2023

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

1 **ACKERMANN & TILAJEF, P.C.**
2 Craig J. Ackermann (SBN 229832)
3 cja@ackermanntilajef.com
4 Avi Kreitenberg (SBN 266571)
5 ak@ackermanntilajef.com
6 315 South Beverly Drive, Suite 504
7 Beverly Hills, California 90212
8 Telephone: (310) 277-0614
9 Facsimile: (310) 277-0635

10 [additional counsel listed on following page]

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN BERNARDINO**

13 JULIO VILLAZON and LORENA
14 DUARDO, individually and on behalf of all
15 others similarly situated,

16 Plaintiff,

17 v.

18 SADDLEBACK ROOFING, INC., a
19 California Corporation,

20 Defendant.

Case No. CIVSB2307262

[PROPOSED] ORDER GRANTING:

- 21 **(1) PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT;**
- 22 **(2) APPROVAL OF NOTICE TO CLASS MEMBERS AND RELATED MATERIALS;**
- 23 **(3) APPROVAL OF SETTLEMENT ADMINISTRATOR; AND**
- 24 **(4) SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT**

25 Date: July 6, 2023
26 Time: 8:30 a.m.
27 Dept.: S-17
28 Judge: Hon. Joseph T. Ortiz

FILED

1 **LAW OFFICE OF TATIANA HERNANDEZ, P.C.**

2 Tatiana Hernandez (SBN 255322)
3 tatiana@thawpc.com
4 315 South Beverly Drive, Suite 504
5 Beverly Hills, California 90212
6 Telephone: (213) 909-4248
7 Facsimile: (310) 388-0639

8 **THE WAND LAW FIRM, P.C.**

9 Aubry Wand (SBN 281207)
10 awand@wandlawfirm.com
11 100 Oceangate, Suite 1200
12 Long Beach, California 90802
13 Telephone: (310) 590-4503

14 *Attorneys for Plaintiffs, the Putative Class, the LWDA, and the Aggrieved Employees*

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1 WHEREAS, the class representatives JULIO VILLAZON and LORENA DUARDO
2 (collectively, "Plaintiffs") and Defendant SADDLEBACK ROOFING, INC. ("Defendant"), all
3 acting through their counsel, have agreed, subject to Court approval, to settle this class action upon
4 the terms and conditions set forth in the Class Action and PAGA Settlement Agreement ("Settlement
5 Agreement") filed herewith;

6 NOW, THEREFORE, based upon the Settlement Agreement and upon all of the files, records
7 and proceedings in this matter;

8 IT IS HEREBY ORDERED that:

9 1. The settlement agreement entitled Class Action and PAGA Settlement Agreement
10 and Class Notice ("Settlement Agreement") and the Settlement are preliminarily approved but are
11 not an admission by Defendant of the validity of any claims in this class action, or of any
12 wrongdoing by Defendant or of any violation of law. Neither the Settlement Agreement nor any
13 related document shall be offered or received in evidence in any civil, criminal, or administrative
14 action or proceeding other than such proceedings as may be necessary to consummate or enforce the
15 Settlement Agreement and Settlement. The obligations set forth in the Settlement Agreement are
16 deemed part of this Order. All terms used herein shall have the same meaning as defined in the
17 Settlement Agreement. The Settlement set forth in the Settlement Agreement appears to be fair,
18 adequate, and reasonable, and in the best interests of the Class.

19 2. The Court preliminarily certifies the following class (collectively referred to as the
20 "Settlement Class") for purposes of effectuating the Settlement:

21 **Plaintiffs and all other individuals who are or were employed by**
22 **Defendant as non-exempt hourly-paid employees worked at least one**
23 **shift in California from June 1, 2018 through April 11, 2023.**
24 **("Settlement Class Members").**

25 3. The Settlement, including the \$450,000.00 Gross Settlement Amount, falls within the
26 range of reasonableness and appears to be presumptively valid, subject only to any objections that
27 may be raised at the final fairness hearing and final approval by this Court. The Settlement Class is
28 conditionally certified for purposes of Code of Civil Procedure section 382.

4. A final fairness hearing on the question of whether the proposed Settlement,

1 attorneys' fees and costs to Class Counsel, and the Class Representatives' Service Payments should
2 be finally approved as fair, reasonable, and adequate as to the members of the Class; and is
3 scheduled in Department S-17 on the date and time set forth in the implementation schedule in
4 Paragraph 10 below.

5 5. This Court approves, as to form and content, the Court Approved Notice of Class
6 Action Settlement and Hearing Date for Final Court Approval (the "Class Notice"), in substantially
7 the same form attached to the Settlement Agreement as **Exhibit A** and attached hereto as **Exhibit 1**.
8 The Court approves the procedure for Class Members to participate in, to opt out of, and to object to,
9 the Settlement as set forth in the Settlement Agreement.

10 6. The Court directs the mailing of the Class Notice by first class United States mail to
11 the Class Members in accordance with the Implementation Schedule set forth in Paragraph 10
12 below. The Court finds that the dates selected for the mailing and distribution of the Class Notice, as
13 set forth in the Implementation Schedule, meet the requirements of due process and provide the best
14 notice practicable under the circumstances and shall constitute due and sufficient notice to all
15 persons entitled thereto.

16 7. IT IS ORDERED that the Class is preliminarily certified for settlement purposes
17 only.

18 8. The Court confirms Plaintiffs Julio Villazon and Lorena Duardo as Class
19 Representatives; and Craig J. Ackermann and Avi Kreitenberg of Ackermann & Tilajef, P.C.;
20 Tatiana Hernandez of Law Office of Tatiana Hernandez, P.C.; and Aubry Wand of The Wand Law
21 Firm, P.C., as Class Counsel.

22 9. The Court approves of and confirms CPT Group, Inc. as the Settlement
23 Administrator.

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

25	a.	Deadline for Defendant to Submit Class Data to Settlement Administrator	[Not later than 15 days of this Preliminary Approval Order] S.A. ¶ 4.2
26			
27	b.	Deadline for Settlement Administrator to mail Class Notice Packet to Class Members	[No later than 14 days after receiving the Class Data] S.A. ¶ 8.4.2
28			

1	c.	Deadline for Class Members to Object or Request to be Excluded from Settlement	[60 days after the date of the initial mailing of the Notice to the Class Members by the Settlement Administrator] S.A. ¶ 8.5.1.
2			
3	d.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Enhancement Awards, and Declarations regarding the same	[16 court days prior to the Final Approval and Fairness Hearing] S.A. ¶ 11
4			
5			
6	e.	Final Approval and Fairness Hearing	<u>October 4</u> , 2023 at <u>1:30</u> a.m. (p.m.)
7			

8 **IT IS SO ORDERED.**

9
10 Dated: 7/16/23


11 
12 _____
13 HON. JOSEPH T. ORTIZ

EXHIBIT 1

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

Julio Villazon, et al. v. Saddleback Roofing, Inc.
San Bernardino County Superior Court, Case No. XXX

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 Saddleback Roofing, Inc. (abbreviate name; “Saddleback” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former Saddleback employees Julio Villazon and Lorena Duardo (“Plaintiffs”) and seeks payment of back wages and other relief for a class of hourly non-exempt employees (“Class Members”) who worked for Defendant during the Class Period (June 1, 2018 to INSERT DATE); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly non-exempt employees who worked for Saddleback during the PAGA Period (June 1, 2021 to INSERT DATE) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Saddleback to fund Individual Class Payments, and (2) a PAGA Settlement requiring Saddleback to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Saddleback’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 Saddleback’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 Saddleback’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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Saddleback to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Saddleback.

 If you worked for Saddleback 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 Saddleback.

- (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 Saddleback, 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.

Saddleback 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

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>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 Saddleback that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is _____</p>	<p>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.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Saddleback must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by</p>	<p>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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>

<p>You Can Participate in the _____ Final Approval Hearing</p>	<p>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.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by _____</p>	<p>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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Saddleback'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.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Saddleback employees. The Action accuses Saddleback of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide complete wage statements, failing to pay timely wages, failing to pay all wages due upon termination, failing to provide compliant meal and rest periods, failing to reimburse business expenses, and failing to maintain required records. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA") and unfair competition claims based on the foregoing (Bus. & Prof. Code section 17200, *et seq.*).

Plaintiffs are represented by attorneys in the Action: Craig Ackermann and Avi Kreitenberg of Ackermann & Tilajef, P.C.; Tatiana Hernandez of Law Office of Tatiana Hernandez P.C.; and Aubry Want of The Wand Law Firm. P.C. ("Class Counsel.")

Saddleback 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 Saddleback or Plaintiffs is correct on the merits. In the meantime, Plaintiffs and Saddleback hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations at the mediation 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, Plaintiffs and Saddleback 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, Saddleback does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement

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

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

1. Saddleback Will Pay \$450,000.00 as the Gross Settlement Amount (Gross Settlement). Saddleback 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 Payments, 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"). The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs 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 \$150,000.00 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,500.00 as a Class Representative Award to each of the named Plaintiffs for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
 - C. Up to \$14,250.00 to the Administrator for services administering the Settlement.
 - D. Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to participating Class members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Saddleback are asking the Court to approve an allocation of 80% of each Individual Class Payment to taxable wages (“Wage Portion”) and 20% to reimbursement, interest, penalties, etc. (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Saddleback 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 Plaintiffs and Saddleback 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 Saddleback.

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 Saddleback based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Saddleback have agreed that, in either case, the Settlement will be void: Saddleback will not pay any money and Class Members will not release any claims

against Saddleback.

8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (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 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 Saddleback 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 Saddleback or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from those claims alleged in Plaintiffs’ PAGA Notices and operative Complaint, including claims for Defendant’s alleged failure to (1) provide complete wage statements (Labor Code sections 226(a) and 226(e)); (2) pay minimum wages (Labor Code sections 1194 and 1197); (3) pay overtime (Labor Code sections 510 and 1198); (4) pay timely wages (Labor Code sections 204 and 210); (5) pay final wages (Labor Code sections 201-203); (6) provide rest periods and pay missed rest period premiums (Labor Code section 226.7, section 12 of the applicable IWC Wage Order); (7) provide meal periods and pay missed meal period premiums (Labor Code sections 226.7 and 512 and section 11 of the applicable IWC Wage Order); (8) reimburse business expenses (Labor Code section 2802); ((9) maintain required records (Labor Code sections 1174, 1174.5 and Wage Order No. 4-2001, section 7) ; (10) civil penalty claims based on the foregoing under California’s Private Attorney General Act (“PAGA”), Labor Code section 2699, *et seq.*; and (11) unfair competition claims based on the foregoing (Bus. & Prof. Code section 17200, *et seq.*). Except as set forth in Section 6.3 of this 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. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Saddleback has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against

Saddleback, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Saddleback or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, 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 Operative Complaint, and the PAGA Notice including, failure to (1) provide complete wage statements (Labor Code sections 226(a) and 226(e)); (2) pay minimum wages (Labor Code sections 1194 and 1197); (3) pay overtime (Labor Code sections 510 and 1198); (4) pay timely wages (Labor Code sections 204 and 210); (5) pay final wages (Labor Code sections 201-203); (6) provide rest periods and pay missed rest period premiums (Labor Code section 226.7, section 12 of the applicable IWC Wage Order); (7) provide meal periods and pay missed meal period premiums (Labor Code sections 226.7 and 512 and section 11 of the applicable IWC Wage Order); (8) reimburse business expenses (Labor Code section 2802); (9) maintain required records (Labor Code sections 1174, 1174.5 and Wage Order No. 4-2001, section 7) ; (10) civil penalty claims based on the foregoing under California's Private Attorney General Act ("PAGA"), Labor Code section 2699, *et seq.*; and (11) unfair competition claims based on the foregoing (Bus. & Prof. Code section 17200, *et seq.*).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. **Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. **Workweek/Pay Period Challenges.** The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Saddleback'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 Saddleback's calculation of Workweeks and/or Pay Periods

based on Saddleback’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 Saddleback’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 _____, 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 Plaintiffs and Saddleback are asking the Court to approve. At least ___ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs 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 Awards stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. 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 _____ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs 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 Saddleback 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 ~~XX~~ of the San Bernardino Superior Court, located at 247 W 3rd Street, San Bernardino, CA 92415. 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, Plaintiffs, 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 via Remote Access (<https://www.sb-court.org/general-information/remote-access>). 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 Saddleback and Plaintiffs 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 CPT Group, Inc.'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://cap.sb-court.org/search>) and entering the Case Number for the Action, ~~XXX~~. You can also make an appointment to personally review court documents in the Clerk's Office at the Central Courthouse.

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

Class Counsel:
Craig Ackermann

cja@ackermanntilajef.com
Ackermann & Tilajef, P.C.
315 South Beverly Drive, Suite 504
Beverly Hills, CA 90212
(310) 277-614

Tatiana Hernandez
tatiana@thawpc.com
Law Office of Tatiana Hernandez, P.C.
315 South Beverly Drive, Suite 504
Beverly Hills, CA 90212
(213) 909-4248

Aubry Wand
awand@wandlawfirm.com
The Wand Law Firm, P.C.
100 Oceangate, Suite 1200
Long Beach, California 90802
(310) 590-4503

Settlement Administrator:
CPT Group, Inc.

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.
