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**FILED**  
 ALAMEDA COUNTY

MAR 14 2018  
 CLERK OF THE SUPERIOR COURT  
 By Pam Williams  
 Deputy

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8 *Attorneys for Plaintiffs*

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

13 ELIAZAR GONZALEZ, individually, and on  
 behalf of other members of the general public  
 14 similarly situated, and on behalf of other  
 aggrieved employees pursuant to the  
 California Private Attorneys General Act;  
 15 LINDA PASILLAS; individually, and on  
 behalf of other members of the general public  
 16 similarly situated

Case No.: RG15781726

Honorable Ioana Petrou  
 Department 17

**CLASS ACTION**

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

17 Plaintiffs,

18 vs.

19 THE WINE GROUP, LLC, a California  
 corporation; and DOES 1 through 100,  
 20 inclusive,

21 Defendants.

[Notice of Motion and Motion for  
 Preliminary Approval of Class Action  
 Settlement; Declarations of Proposed Class  
 Counsel (Edwin Aiwazian and Stanley D.  
 Saltzman); and Declarations of Proposed  
 Class Representatives (Eliazar Gonzalez and  
 Linda Pasillas) filed concurrently herewith]

Reservation: R-1925522  
 Hearing Date: March 14, 2018  
 Hearing Time: 9:00 a.m.  
 Hearing Place: Department 17

Complaint Filed: August 12, 2015  
 FAC Filed: September 14, 2017  
 Trial Date: None Set

FEB 15 2018

1 This matter has come before the Honorable Ioana Petrou in Department 17 of the Superior  
2 Court of the State of California, for the County of Alameda, on March 14, 2018 at 9:00 a.m. with  
3 Lawyers for Justice, PC and Marlin & Saltzman, LLP appearing as counsel for Plaintiffs Eliazar  
4 Gonzalez and Linda Pasillas ("Representative Plaintiffs," "Class Representatives," and/or  
5 "Plaintiffs"), individually and on behalf of the Class, and Jackson Lewis PC, appearing as counsel  
6 for Defendant The Wine Group ("Defendant"). The Court, having carefully considered the papers,  
7 argument of counsel, and all matters presented to the Court, and good cause appearing, hereby  
8 GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED THAT:**

10 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA  
11 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "Exhibit 1" to  
12 the Declaration of Edwin Aiwazian in Support of Plaintiffs' Motion for Preliminary Approval of  
13 Class Action Settlement. This is based on the Court's determination that the Settlement falls  
14 within the range of possible approval as fair, adequate, and reasonable.

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

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

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1           4.       The Court preliminarily finds that the Settlement, including the allocation for the  
2 PAGA Payment, Service Awards to Plaintiffs, attorneys' fees and litigation costs and expenses to  
3 Class Counsel, cost of settlement administration to the Settlement Administrator, and payments to  
4 the Settlement Class Members provided thereby, appears to be within the range of reasonableness  
5 of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has  
6 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily  
7 finds that the monetary settlement awards made available to the Settlement Class Members are  
8 fair, adequate, and reasonable when balanced against the probable outcome of further litigation  
9 relating to certification, liability, and damages issues.

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

12                   All current and former non-exempt employees who were employed by Defendant  
13                   in California at any time during the period from August 12, 2011 up to the date of  
14                   this Order.

15           6.       The Court concludes that, for settlement purposes only, the Class meets the  
16 requirements for certification under section 382 of the California Code of Civil Procedure in that:  
17 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
18 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
19 community of interest amongst the members of the Class with respect to the subject matter of the  
20 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) the  
21 Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class  
22 action is superior to other available methods for the efficient adjudication of the controversy; and  
23 (f) counsel for the Class (i.e. Class Counsel) is qualified to act as counsel for the Plaintiffs in their  
24 individual capacities and as the representatives of the Class.

25           7.       The Court approves, both as to form and content, the Notice of Proposed Class  
26 Action Settlement ("Class Notice") attached hereto as "EXHIBIT 1." The Class Notice shall be  
27 provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds  
28 that the Class Notice appears to fully and accurately inform the Class Members of all material  
elements of the Settlement, of the Class Members' right to be excluded from the Settlement by

1 submitting a Request for Exclusion, and of each Settlement Class Member's right and opportunity  
2 to object to the Settlement. The Court further finds that distribution of the Class Notice  
3 substantially in the manner and form set forth in the Settlement and this Order, and all other dates  
4 set forth in the Settlement and this Order, meet the requirements of due process and shall constitute  
5 due and sufficient notice to all persons entitled thereto. The Court further orders the mailing of the  
6 Class Notice by first class U.S. mail, pursuant to the terms set forth in the Settlement.

7 8. The Court hereby preliminarily approves the proposed procedure, set forth in the  
8 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may  
9 choose to be excluded from the Settlement as provided in the Class Notice, by submitting a timely  
10 Request for Exclusion to the Settlement Administrator postmarked within the Response Deadline  
11 based on the postmark of the Class Notice. Class Members who have not submitted a timely  
12 Request for Exclusion ("Settlement Class Members") shall be bound by the Settlement Agreement  
13 and any final judgment based thereon.

14 9. A Final Approval Hearing shall be held before this Court on  
15 August 1, 2018 R-1942112 at 9:00 a.m. p.m. in  
16 Department 17 of the Alameda Superior Court, 1221 Oak Street, Oakland, California 94612, to  
17 determine all necessary matters concerning the Settlement, including: whether the proposed  
18 settlement of the lawsuit on the terms and conditions provided for in the Settlement is fair,  
19 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as  
20 provided in the Settlement, should be entered herein; whether the plan of allocation contained in  
21 the Settlement should be approved as fair, adequate, and reasonable to the Settlement Class  
22 Members; and whether to finally approve the requests for an award of attorneys' fees and litigation  
23 costs and expenses, Service Awards, the allocation for the PAGA Payment, and costs of settlement  
24 administration to the Settlement Administrator.

25 10. The Court provisionally appoints *Lawyers for Justice, PC* and *Marlin & Saltzman,*  
26 *LLP* as Class Counsel.

27 11. The Court provisionally appoints Plaintiffs *Eliazar Gonzalez* and *Linda Pasillas* as  
28 Class Representatives.

1 12. The Court provisionally appoints Simpluris, Inc. ("Simpluris") as Settlement  
2 Administrator.

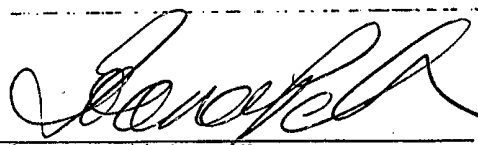
3 13. Settlement Class Members who fail to timely submit written objections in the  
4 manner specified in the Class Notice shall be deemed to have waived any objections and shall be  
5 foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.  
6 Deficient or untimely Objections shall not be considered.

7 14. In the event that the Settlement does not become effective in accordance with the  
8 terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated,  
9 cancelled or fails to become effective for any reason, this Order shall be rendered null and void,  
10 shall be vacated, and the Parties shall revert back to their respective positions as of before entering  
11 into the Settlement Agreement.

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

16 **IT IS SO ORDERED.**

17  
18 Dated: 3/14/18

By:   
The Honorable Ioana Petrou  
Judge of the Superior Court

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**EXHIBIT 1**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Eliazar Gonzalez, et al. v. The Wine Group LLC*  
Superior Court for the State of California, County of Alameda,  
Case No. RG15781726

You have received this Notice because records of The Wine Group LLC ("Defendant") indicate that you are a current or former non-exempt employee who was employed by Defendant in California at any time from August 12, 2011 up to and including [redacted].

You do not need to take any action to receive a settlement payment and, unless you request exclusion, your legal rights may be affected.

This Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, if you so choose.

**PLEASE READ THIS NOTICE CAREFULLY.** This notice relates to a proposed settlement of a class action lawsuit. It contains important information about your rights to object or to not be included in the settlement.

By order of the Superior Court of California, County of Alameda, in the case of *Eliazar Gonzalez, et al. v. The Wine Group, LLC*, Case No. RG15781726 (the "Action") preliminary approval of a proposed settlement was granted on [redacted]. A final approval hearing shall be held on [redacted] to determine whether final approval of the proposed settlement should be granted.

**YOU ARE NOTIFIED THAT:** A proposed class action and PAGA settlement has been reached between Plaintiffs Eliazar Gonzalez and Linda Pasillas ("Plaintiffs" or "Class Representatives") and The Wine Group LLC ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the Action, which may affect your legal rights.

**DEFINITIONS:**

"Class" means all current and former non-exempt employees who were employed by Defendant in California at any time during the Class Period.

"Class Member" means an individual who falls within the definition of the Class.

"Class Period" means the period from August 12, 2011 up to and including [redacted].

**I. BACKGROUND OF THE ACTION**

The Action was commenced on August 12, 2015, in the Superior Court of California, County of Alameda. The First Amended Class Action complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint") was filed on September 14, 2017. Plaintiffs allege that Defendant failed to properly pay overtime wages under Labor Code §§ 510 and 1198; failed to provide compliant meal breaks and associated premiums under Labor Code §§ 226.7 and 512(a); failed to provide compliant rest breaks and associated premiums under Labor Code § 226.7; failed to properly pay minimum wages under Labor Code §§ 1194, 1197, and 1197.1; failed to timely pay final wages under Labor Code §§ 201 and 202; failed to timely pay wages during employment under Labor Code § 204; failed to provide accurate wage statements under Labor Code § 226(a); failed to maintain payroll records under Labor Code § 1174(d); failed to reimburse business expenses under Labor Code §§ 2800 and 2802; violated the California's Unfair Competition Law; and violated the California Labor Code Private Attorneys General Act, Labor Code §§ 2698, et seq. ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law, and contends that at all times it has complied with federal, state and local laws.

The Parties participated in two full-day mediations with a respected class action mediator, and as a result of the mediations,

the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement"), which was preliminarily approved by the Court on [REDACTED]. The Court has preliminarily appointed Plaintiffs Eliazar Gonzalez and Linda Pasillas as representatives of the Class ("Class Representative"), and has preliminarily appointed the following Plaintiff's counsel as counsel for the Class ("Class Counsel"):

**Lawyers for Justice, PC**  
Edwin Aiwazian, Esq.  
Arby Aiwazian, Esq.  
Joanna Ghosh, Esq.  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

**Marlin & Saltzman, LLP**  
Stanley D. Saltzman, Esq.  
29229 Canwood Street, Suite 208  
Agoura Hills, California 91301

If you are a Class Member, you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion or object to the settlement if you so choose, as explained more fully in Section III below.

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

## **II. SUMMARY OF THE PROPOSED SETTLEMENT**

### **A. Settlement Formula**

The maximum settlement consideration is Six Million Five Hundred Thousand Dollars (\$6,500,000) (the "Gross Settlement Amount"). The following sums, subject to approval by the Court, will be paid from the Gross Settlement Amount: (1) attorneys' fees (not to exceed 35% of the Gross Settlement Amount, which is \$2,275,000) and reimbursement of litigation costs and expenses (not to exceed \$70,000) to Class Counsel; (2) Service Payments to Plaintiffs Eliazar Gonzalez and Linda Pasillas in the amount of \$10,000 each (totaling \$20,000) for their service in the Action; (3) costs of settlement administration to [REDACTED] (the "Settlement Administrator"), for the cost of administering the Settlement (which are currently estimated not to exceed \$25,000); (4) the Labor and Workforce Development Agency's ("LWDA") share of penalties pursuant to the Private Attorneys General Act ("PAGA"), in the amount of \$75,000 (which is the LWDA's 75% share of the total PAGA penalties of \$100,000); and (5) the employer's share of taxes and contributions with respect to the wages portion of the Individual Settlement Shares. The portion of the Gross Settlement Amount remaining after subtracting these payments is called the "Net Settlement Amount."

Class Members who do not request exclusion from the Settlement ("Settlement Class Members") will be entitled to receive payment under the Settlement ("Individual Settlement Payment") of their share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks that he or she worked as a non-exempt employee of Defendant in California during the Class Period ("Covered Workweeks"). The Settlement Administrator will determine the total number of Covered Workweeks worked by all Settlement Class Members. To determine each Settlement Class Member's Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member's Covered Workweeks ÷ Total Covered Workweeks of all Settlement Class Member) × Net Settlement Amount. The Individual Settlement Payment will equal the Individual Settlement Share, subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Each Individual Settlement Share shall be allocated as one-third (33.34%) as wages (to be reported on an IRS Form W2); and one-third (33.33%) as penalties and one-third (33.33%) as interest (to be reported on an IRS Form 1099).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Member at the address that is on file with the Settlement Administrator. If the address to which this Notice was mailed is NOT correct, OR if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure receipt of payment that you may be entitled to.



**B. Your Covered Workweeks Based on Defendant's Records**

The Covered Workweeks of each Class Member were obtained and calculated from Defendant's records.

According to Defendants' records, between August 12, 2001 through [REDACTED], you worked for Defendant in California as a non-exempt employee for [REDACTED] Covered Workweeks.

Defendant's records will be presumed accurate and determinative unless disputed by a Class Member in accordance with the following procedure. If you wish to dispute the Covered Workweeks credited to you, you must clearly state your dispute in a separate letter that contains information and/or supporting evidence, demonstrating that the Covered Workweeks credited to you based on Defendant's records are in error and that the Covered Workweeks that you contend should be credited to you are correct. The dispute must (a) clearly state your name, current address, current telephone number, and the last four numbers of your Social Security number or employee ID number; (b) clearly state the start and end dates that you contend that you worked for Defendant during the Class Period as a non-exempt employee in California, and the number of Covered Workweeks that you contend should be credited to you; (c) be signed by you or your lawful representative; and (d) be submitted to the Settlement Administrator by mail, postmarked no later than [REDACTED] at the following address:

[REDACTED]  
Settlement Administrator  
Address

**C. Your Estimated Individual Settlement Payment**

As explained above, your estimated Individual Settlement Payment is based on your number of Covered Workweeks.

Under the terms of the Settlement, your estimated Individual Settlement Payment is estimated to be \$ [REDACTED], less all applicable payroll and tax deductions, after the Court approves the Settlement, and after the Settlement goes into effect.

The settlement approval process may take six months or more. Your Individual Settlement Payment reflected on this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower than estimated.

**D. Released Claims**

If the Court grants final approval of the Settlement and enters judgment, and except as to such rights or claims as may be created by the Settlement, the Class Representatives and each Class Member who has not submitted a valid and timely request to be excluded from the Settlement (i.e. Settlement Class Members) each fully release and discharge Defendant, its present and former parent companies, subsidiaries, related and affiliated companies, and each of their respective owners, shareholders, officers, directors, employees, members, managers, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with Defendant and its respective present and former parent companies, subsidiaries, related and affiliated companies, and each of their respective owners, shareholders, officers, directors, employees, members, managers, agents, attorneys, insurers, successors and assigns (collectively the "Released Parties") from all claims and/or causes of action arising from or related to this case under any federal, state or local law or administrative order that were plead in this case based on the facts alleged in the Operative Complaint, including but not limited to the failure to pay wages, the failure to pay minimum wages, the failure to pay overtime compensation, the failure to provide meal periods, the failure to provide rest periods, the failure to pay waiting-time penalties, the failure to timely pay wages during employment, the failure to keep and maintain accurate payroll records, the failure to provide accurate itemized wage statements, the failure to reimburse business expenses, and any other claims whatsoever that were alleged in this case, including without limitation all related claims for restitution and other equitable relief under Business and Professions Code § 17200 et seq., conversion, liquidated damages, punitive damages, penalties, penalties under the Labor Code Private Attorneys General Act of 2004, and any other related penalties of any nature, for the period of August 12, 2011 through the date of final approval of the Settlement (collectively the "Released Claims").

**E. Attorneys' Fees and Costs of Class Counsel**

Class Counsel will seek attorneys' fees in an amount of up to \$2,275,000 and actual litigation costs and expenses in an amount of up to \$70,000, subject to Court approval. All attorneys' fees and reimbursement of litigation costs and expenses awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Service Payments to the Plaintiffs**

In consideration for their service in connection with the Action, Plaintiffs Eliazar Gonzalez and Linda Pasillas will be paid Service Payments in amounts not to exceed \$10,000 each, subject to Court approval, and to be paid from the Gross Settlement Amount. If awarded, the Service Payment shall be paid in addition to the Individual Settlement Payment that they are entitled to under the Settlement.

**G. Settlement Administration Costs**

Payment to the Settlement Administrator, Simpluris, Inc. is estimated to be \$25,000, for cost of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing requests for exclusion submitted by Class Members, calculating Individual Settlement Shares, and distributing settlement payments, and shall be paid from the Gross Settlement Amount.

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

**A. Participate in the Settlement**

If you want to receive money from the settlement, you do not have to do anything. You will automatically receive your Individual Settlement Payment as indicated above in this Notice, unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court based thereon, and you will be deemed to have released the claims against Defendant and the Released Parties as described above in this Notice. As a member of the Class, you will not be separately responsible for the payment of attorney's fees or reimbursement of litigation expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

**B. Request Exclusion from the Settlement**

If you do not wish to participate in the Settlement described in this Notice, you may seek exclusion from the Settlement by submitting a written request for exclusion ("Request for Exclusion") to the Settlement Administrator by mail, that is postmarked on or before [REDACTED], at the following address:

[REDACTED]  
[REDACTED]  
[REDACTED]

A Request for Exclusion must contain your name, current address, last four digits of your Social Security number or employee ID number, current telephone number, signature, and a statement clearly indicating your intention to be excluded from the Settlement, in substantially the form as follows: "I WISH TO BE EXCLUDED FROM THE CLASS IN THE ELIAZAR GONZALEZ v. THE WINE GROUP, LLC CLASS ACTION LAWSUIT, ALAMEDA COUNTY SUPERIOR COURT CASE NO. RG15781726. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT."

If the Court grants Final Approval of the Settlement, any Class Member who requests exclusion from the Settlement will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement Agreement (and the release of claims stated in Section II.D above), or have any right to object to, appeal, or comment on the Settlement. Any Class Member who does not request exclusion from the Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including those pertaining to the release of claims Stated in Section II.D above, as well as any Judgment that may be entered by the Court.

**C. Object to the Settlement**

You can object to the terms of the Settlement as long as you have not submitted a request to be excluded from the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement.

To object, you must submit a written objection that contains: your name, current address, reason(s) for objecting (along with whatever legal authority, if any, you assert supports the objection), and a clear statement of whether you plan to appear at the Final Approval Hearing. To be valid and effective, you must sign, date, and file the written objection with the Court on or before [redacted] at the following address:

[redacted]

The written objection must also be mailed to the Class Counsel and Defendant's Counsel, on or before [redacted] at the following addresses:

**Class Counsel:**  
Edwin Aiwazian, Esq.  
LAWYERS for JUSTICE, PC  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

**Counsel for Defendant:**  
Scott C. Lacunza, Esq.  
JACKSON LEWIS PC  
200 Spectrum Center Drive, Suite 500  
Irvine, California 92618

If you choose to file a written objection to the Settlement, you may (but are not required to) enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney. If you choose to have your own attorney, you will be solely responsible for the fees and costs of your own attorney. You do not need to appear to have your objection considered by the Court.

**IV. FINAL APPROVAL HEARING**

The court will hold a hearing in Department 17, before Honorable Judge Ioana Petrou, of the Superior Court of California, County of Alameda, 1221 Oak Street, Oakland, California 94612, on [date], at [time to be inserted], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of litigation costs and expenses, the Service Payments to the Plaintiffs, and payment of settlement administration costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the final approval hearing.

**V. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed "Joint Stipulation of Class Action and PAGA Settlement" which is on file with the Court. The pleadings and other records in the Action may be examined at any time during regular business hours at the Superior Court of California, County of Alameda, 1225 Fallon Street, Oakland, California 94612. You may view the Settlement Agreement and Order Granting Preliminary Approval of Class Action Settlement on the Settlement Administrator's website at: [redacted].

The pleadings and other records in this Action, including the Settlement Agreement, may be examined online on the Alameda County Superior Court's website, known as "DomainWeb," at:

<https://publicrecords.alameda.courts.ca.gov/prs>

After arriving at the website, click the "Search By Case Number" link, complete the Website Terms of use and Disclaimers, and then enter RG15781726 as the case number and click "Search." Images of every document filed in the case may be viewed through the "Register of Actions" at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK, OR DEFENDANT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.**

**YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER IF YOU HAVE QUESTIONS: ~~INSERT~~.**

**YOU MAY ALSO CONTACT CLASS COUNSEL IF YOU HAVE ANY QUESTIONS.**