

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Megan R. Lazar (SBN 315007)

megan@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, FAUSTO LOPEZ,
on behalf of himself and all other similarly situated
and aggrieved employees

FILED
Superior Court of California
County of Los Angeles

10/10/2025

David W. Slayton, Executive Officer / Clerk of Court

By: I. Yin Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

FAUSTO LOPEZ, an individual, and on
behalf of all other similarly situated and
aggrieved,

Plaintiff,

v.

BALLARD HOMES, INC., a California
corporation; MARY BALLARD, an
individual; and RICHARD MICHAEL
BALLARD, an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 21STCV15713

[Assigned for all purposes to the Hon. Elihu
Berle in Dept. 6]

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

1 This Court, having considered the Motion of plaintiff Fausto Lopez (“Plaintiff”) for
2 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations
4 of Megan R. Lazar, David D. Bibiyan, Fausto Lopez, and Sean Hartranft, the Class and PAGA
5 Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”), the proposed
6 Notice of Proposed Class Action Settlement and Date for Final Approval Hearing (“Class Notice”),
7 and other documents submitted in support of the Motion for Preliminary Approval, hereby
8 **ORDERS, ADJUDGES AND DECREES THAT:**

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

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
12 Class Members,” “Class Members”) for the purpose of settlement only: all persons employed by
13 defendant Mary Ballard Jackson (“Defendant”) in California and classified as non-exempt, hourly-
14 paid employees who worked for Defendant during the period from April 26, 2017 through
15 November 12, 2024 (“Class Period”).

16 3. The Court preliminarily appoints the named plaintiff Fausto Lopez (“Plaintiff”) as
17 Class Representative, and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as
18 Class Counsel.

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

1 that the settlement has been reached as the result of intensive, non-collusive and arms-length
2 negotiations utilizing an experienced third-party neutral.

3 5. The Court approves, as to form and content, the Class Notice that has been submitted
4 herewith.

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

9 7. The Court hereby preliminarily approves the definition and disposition of the Gross
10 Settlement Amount of \$100,000.00, which is inclusive of: attorneys' fees of up to one third (1/3) of
11 the Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts to
12 \$33,333.33, in addition to actual costs incurred of up to \$25,000.00; service award of up to \$7,500.00
13 to Plaintiff; costs of settlement administration of no more than \$4,990.00 and Private Attorneys
14 General Act of 2004 ("PAGA") penalties in the amount of \$10,000.00, of which \$7,500.00 (75%)
15 will be paid to the Labor and Workforce Development Agency ("LWDA") and \$2,500.00 (25%) to
16 "Aggrieved Employees," defined as all persons employed by Defendant in California and classified
17 as non-exempt, hourly-paid employees who worked for Defendant during the period from July 30,
18 2019 through the end of the Class Period ("PAGA Period").

19 8. The Gross Settlement Amount expressly excludes Employer's Share of Payroll
20 Taxes, which will be paid separately and apart by Defendant on the wages portion of the Gross
21 Settlement Amount.

22 9. Class Member's "Workweek" shall mean any week during which a Class Member
23 worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates
24 (as applicable), and termination dates (as applicable).

25 10. Defendant represents that there are no more than 3,753 Workweeks worked during
26 the Class Period. In the event the number of Workweeks worked by Class Members during the Class
27 Period increases by more than 5%, or 188 Workweeks, then the Gross Settlement Amount shall be
28 increased proportionally by the Workweeks in excess of 3,753 Workweeks multiplied by the

1 Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon
2 Gross Settlement Amount (\$100,000.00) by 3,753, which amounts to a Workweek Value of \$26.65.
3 Thus, for example, should there be 4,000 Workweeks in the Class Period, then the Gross Settlement
4 Amount shall be increased by \$6,582.55 ((4,000 Workweeks – 3,753 Workweeks) x \$26.65 per
5 Workweek.)

6 11. The Court deems Apex Class Action Administration (“Apex” or “Settlement
7 Administrator”), the settlement administrator, and preliminarily approves payment of administrative
8 costs, not to exceed \$4,990.00 out of the Gross Settlement Amount for services to be rendered by
9 Apex on behalf of the class.

10 12. Not later than October 27, 2025, Defendant will simultaneously deliver the Class
11 Data to the Administrator, in the form of a Microsoft Excel spreadsheet. “Class Data” means Class
12 Member identifying information in Defendant’s custody, possession, or control, including the Class
13 Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known
14 Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-
15 hire date(s) and/or separation date(s)).

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

20 14. Using best efforts to perform as soon as possible, and in no event later than November
21 10, 2025, the Administrator will send to all Class Members identified in the Class Data, via first-
22 class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation,
23 substantially in the form attached hereto as Exhibit “A.” The first page of the Class Notice shall
24 prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA
25 Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if
26 applicable) used to calculate these amounts.

27 15. Not later than 3 business days after the Administrator’s receipt of any Class Notice
28 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any

1 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
2 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the
3 most current address obtained.

4 16. “Response Deadline” means January 9, 2026, and shall be the last date on which
5 Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her
6 Objection to the Settlement. Class Members to whom Notice Packets are resent after having been
7 returned undeliverable to the Administrator shall have an additional 15 days beyond the Response
8 Deadline has expired.

9 17. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
10 must send the Administrator, by mail, a signed written Request for Exclusion not later than January
11 9, 2026 (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request
12 for Exclusion is a letter from a Class Member or his/her representative that reasonably
13 communicates the Class Member’s election to be excluded from the Settlement and includes the
14 Class Member’s name, address and email address or telephone number. To be valid, a Request for
15 Exclusion must be timely postmarked by the Response Deadline.

16 18. Every Class Member who does not submit a timely and valid Request for Exclusion
17 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and
18 bound by all terms and conditions of the Settlement, including the Participating Class Members’
19 Releases under the Agreement, regardless whether the Participating Class Member actually receives
20 the Class Notice or objects to the Settlement.

21 19. Each Class Member shall have until January 9, 2026 (plus an additional 15 days for
22 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and
23 PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member
24 may challenge the allocation by communicating with the Administrator via mail.

25 20. Only Participating Class Members may object to the class action components of the
26 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or
27 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
28 and/or Class Representative Service Payment. Non-Participating Class Members have no right to

1 object to any of the class action components of the Settlement.

2 21. Participating Class Members may send written objections to the Administrator, by
3 mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to
4 appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class
5 Member who elects to send a written objection to the Administrator must do so not later than January
6 9, 2026 (plus an additional 15 days for Class Members whose Class Notice was remailed).

7 22. The deadline for filing responses to objections and for the Settlement Administrator
8 to submit a final report regarding the optouts and objections is January 27, 2026.

9 23. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
10 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
11 Administrator no later than 21 days after the Effective Date.

12 24. Within 21 days after Defendant funds the Gross Settlement Amount, the
13 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
14 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
15 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
16 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
17 Payment and the Class Representative Service Payment shall not precede disbursement of Individual
18 Class Payments, and the Individual PAGA Payments.

19 25. For any Class Member whose Individual Class Payment check or Individual PAGA
20 Payment check is uncashed and cancelled after the void date (180 days after the date of mailing),
21 the Administrator shall transmit the funds represented by such checks to the *cy pres* recipient, Legal
22 Aid Foundation of Los Angeles.

23 26. All papers filed in support of final approval, including supporting documents for
24 attorneys' fees and costs, shall be filed by December 12, 2025.

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1 27. A Final Approval Hearing shall be held with the Court on February 10, 2026 at 9:00
2 a.m. in Department 6 of the above-entitled Court to determine: (1) whether the proposed settlement
3 is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of
4 attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award to the
5 Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the amount
6 to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

7
8 **IT IS SO ORDERED.**

9
10 Dated: 10/10/2025



Elihu M. Berle

Judge of the Superior Court
Elihu M. Berle / Judge

EXHIBIT A

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

Lopez v. Ballard Homes, Inc., et al.

(County of Los Angeles, California Superior Court Case No. 21STCV15713)

**As a current or former non-exempt, hourly-paid California employee of Mary Ballard Jackson, you
are entitled to receive money from a class action settlement.**

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of defendant Mary Ballard Jackson (“Defendant”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all persons employed by Defendant in California and classified as non-exempt, hourly-paid employees who worked for Defendant during the period from April 26, 2017 through November 12, 2024 (“Class Period”).

- The settlement is to resolve a class action lawsuit, captioned *Lopez v. Ballard Homes, Inc., et al.*, pending in the Superior Court of California for the County of Los Angeles, Case Number 21STCV15713 (the “Lawsuit”), alleging causes of action against Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation from employment; (6) failure to provide accurate wage statements; (7) failure to indemnify for business expenses; and (8) engaging in unfair competition within the meaning of Business and Professions Code section 17200. Plaintiff also seeks civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) for alleged violations of the Labor Code.
- On October 6, 2025, the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that she fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time during the period from July 30, 2019 through the end of the Class Period ("PAGA Period") as a non- exempt, hourly-paid employee of Defendant, as well, then you will be deemed as “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	Released PAGA Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Apex Class Action, LLC, about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for February 10, 2026 at 9:00 a.m. in Department 6 of the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held on February 10, 2026 at 9:00 a.m. in Department 6 of the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant’s records show that you currently work, or previously worked, for Defendant, as an hourly-paid, non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Fausto Lopez was an hourly-paid, non-exempt employee of Defendant. He is the “Plaintiff” in this case and is suing on behalf of himself and Class Members for Defendant’s failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay all wages due upon separation from employment, failure to provide accurate wage statements, failure to indemnify for business expenses, and engaging in unfair competition.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys General Act (“PAGA”).

Defendant denies all the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$100,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes (1) Administration Costs up to \$4,990.00; (2) a service award of not more than \$7,500.00 to Plaintiff, for his time and effort in pursuing this case; (3) up to one third (1/3) of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounts to \$33,333.33; (4) up to \$25,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$10,000.00, of which seventy-five percent (75%), or \$7,500.00, will be paid to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%), or \$2,500.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$19,176.67 will be available for distribution to Class Members ("Net Settlement Amount").

Defendant represents that there are no more than 3,753 Workweeks worked during the Class Period. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 5%, or 188 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 3,753 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$100,000.00) by 3,753, which amounts to a Workweek Value of \$26.65. Thus, for example, should there be 4,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$6,582.55 ((4,000 Workweeks – 3,753 Workweeks) x \$26.65 per Workweek.)

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Participating Class Members in hourly-paid, non-exempt positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the Net Settlement Amount by the total number of Eligible Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Eligible Workweeks attributed to the Class Member. Otherwise stated, the formula for a Class Member is: (Net Settlement Amount ÷ total Settlement Class Eligible Workweeks) × Individual's Eligible Workweeks. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$2,500.00 allocated to Aggrieved Employees as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each Aggrieved Employee during the PAGA Period.

Defendant's records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [Response Deadline]. Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the Legal Aid Foundation of Los Angeles.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendants to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of the Settlement, and on the date when Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

For the duration of the Class Period, 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 facts stated in the Operative Complaint including: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods (5) Waiting Time Penalties; (6) Wage Statement Violations; (7) Failure to Indemnify; and (8) Unfair Competition, arising out of the Labor Code violations referenced in the Operative Complaint (“Released Class Claims”).

For the duration of the PAGA Period, 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 facts stated in the Operative Complaint and the PAGA Notice (“Released PAGA Claims”).

“Released Parties” means Defendant, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees (including but not limited to Mary Ballard Jackson), consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion to the address below.

Apex Class Action, LLC
[Mailing Address]

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than January 9, 2026.

The proposed settlement includes the settlement of the Released PAGA Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the Released PAGA Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Released Class Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may file an objection in writing stating why you object to the Settlement. Your written objection must provide your name, address, and a statement of the reason(s) why you believe that the Court should not approve the Settlement. You may use the Objection Form that was provided with this Class Notice. Your written objection must be mailed the Administrator no later than January 9, 2026. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

You are not required to submit a written objection, and if you wish to do so, at your own expense, you may appear at the Final Approval Hearing to voice your objection as described below.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for February 10, 2026 at 9:00 a.m. in Department 6 of the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://lacourt.org/>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Megan Lazar (SBN 315007)

megan@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.org/casesummary/ui/>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

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