

FILED
Superior Court of California
County of Los Angeles
10/23/2025

David W. Slayton, Executive Officer / Clerk of Court
By: P. Herrera Deputy

Jonathan D. Kent (SBN 292415)
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Attorney for Plaintiff JOSE GUTIERREZ, individually,
and on behalf of other members of the general public similarly situated;

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOSE GUTIERREZ individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

CONTINENTAL GLAZING, INC., a
California Corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 23STCV03011

*Assigned for all purposes to: Hon. Elihu M.
Berle, Dept. 6*

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Conference Date: October 13, 2025
Conference Time: 10:00 a.m.
Department: 6

Complaint Filed: February 10, 2023
Trial Date: Not Set

Electronically Received 10/20/2025 03:06 PM

1 **[PROPOSED] ORDER**

2 The Motion of Plaintiff Jose Gutierrez (“Plaintiff”) for Preliminary Approval of Class Action
3 and PAGA Settlement (“Motion”) came regularly for hearing before this Court on October 13, 2025.
4 The Court, having considered the proposed Class Action and PAGA Settlement Agreement
5 (“Agreement” or “Settlement”), attached as Exhibit 1 to the Declaration of Jonathan D. Kent filed
6 concurrently with the Motion; having considered Plaintiff’s Motion for Preliminary Approval of Class
7 Action and PAGA Settlement; the memorandum of points and authorities in support thereof, and
8 supporting declarations filed therewith; and good cause appearing, **HEREBY ORDERS THE**
9 **FOLLOWING:**

10 1. This Court assumes jurisdiction over and/or consolidates the matter pending as
11 Gutierrez v. Continental Glazing, Inc. (LASC Case No. 22STCV03878) for the purposes of approving
12 a global settlement between the Parties.

13 2. The Court GRANTS preliminary approval of the class action settlement as set forth in
14 the Agreement and finds its terms to be within the range of reasonableness of a settlement that
15 ultimately could be granted approval by the Court at a Final Fairness hearing. All terms used herein
16 shall have the same meaning as defined in the Agreement. For purposes of the Settlement only, the
17 Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined
18 community of interest among the members of the Class in questions of law and fact. Therefore, for
19 settlement purposes only, the Court grants conditional certification of the following settlement Class:

20 All persons employed by Continental Glazing, Inc. in California and
21 classified as non-exempt who worked for Continental Glazing, Inc. at
any point from February 10, 2019 to March 27, 2025.

22 3. For purposes of the Settlement only, the Court designates Plaintiff Jose Gutierrez as
23 the Class Representative and designates Jonathan D. Kent of Kent Legal, P.C. as Class Counsel.

24 4. The Court designates Apex Class Action Administration as the third-party
25 Administrator.

26 5. The Parties are ordered to implement the Settlement according to the terms of the
27 Settlement Agreement.

1 6. The Court approves, as to form and content, the Court Approved Notice of Class
2 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached as **Exhibit**
3 **A** to this [Proposed] Judgment.

4 7. The Court finds that the form of notice to the Class regarding the pendency of the
5 action and of the Settlement, the dates selected for mailing and distribution, and the methods of giving
6 notice to members of the Class, satisfy the requirements of due process, constitute the best notice
7 practicable under the circumstances, and constitute valid, due, and sufficient notice to all members of
8 the Class. The form and method of giving notice comply fully with the requirements of California
9 Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court §§ 3.766 and
10 3.769, the California and United States Constitutions, and other applicable law.

11 8. The Court further approves the procedures for Class Members to opt-out of or object
12 to the Settlement, as set forth in the Class Notice and the Agreement. The procedures and
13 requirements for filing objections in connection with the final fairness hearing are intended to ensure
14 the efficient administration of justice and the orderly presentation of any Class Member’s objection
15 to the Settlement, in accordance with the due process rights of all Class Members.

16 9. The Court directs the Administrator to mail the Class Notice to the members of the
17 Class in accordance with the terms of the Settlement no later than November 20, 2025.

18 10. The Class Notice shall require Class Members to submit disputes, opt-out of, or object
19 to the Settlement by January 9, 2026.

20 11. The hearing on Plaintiff’s Motion for Final Approval of Settlement on the question of
21 whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in
22 Department 6 of this Court, located at 312 Spring Street, Los Angeles, California 90012, on February
23 9, 2026 at 10:00am.

24 12. At the Final Fairness hearing, the Court will consider: (a) whether the Settlement
25 should be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting
26 final approval of the Settlement should be entered; and (c) whether Plaintiff’s application for a service
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1 payment, settlement administration expenses, and Class Counsel’s attorney’s fees and costs, should
2 be granted.

3 13. Counsel for the Parties shall file memoranda, declarations, or other statements and
4 materials in support of their request for final approval of Plaintiff’s application for a service payment,
5 settlement administration expenses, Class Counsel’s attorneys’ fees and costs, by December 10, 2025.

6 14. An implementation schedule is below:

<u>EVENT</u>	<u>DATE</u>
Defendant to provide class contact information to Administrator no later than:	October 27, 2025
Administrator to mail the Class Notice to the Class Members no later than:	November 10, 2025
Deadline for Plaintiff to file Motion for Final Approval of Class Action and PAGA Settlement:	December 10, 2025
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	January 9, 2026
Deadline for any responses to objections no later than:	January 26, 2026
Deadline for administrator to report notices and objections no later than:	January 26, 2026
Hearing on Motion for Final Approval of Settlement	February 9, 2026

25 15. Pending the Final Fairness hearing, all proceedings in this Action, other than
26 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
27 Order, are stayed. To facilitate administration of the Settlement pending final approval, the Court
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1 hereby enjoins Plaintiff and all members of the Class from filing or prosecuting any claims, or suits
2 regarding claims released by the Settlement, unless and until such Class Members have filed valid
3 Requests for Exclusion with the Administrator.

4 16. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
5 connection with the administration of the Settlement which are not materially inconsistent with either
6 this Order or the terms of the Settlement.

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IT IS SO ORDERED.



Elihu M. Berle

DATED: 10/23/2025

By: _____
Elihu M. Berle / Judge

Hon. Elihu M. Berle
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

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

Jose Gutierrez v. Continental Glazing, Inc. (LASC Case No. 23STCV03011)

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 Continental Glazing, Inc. (abbreviate name; “Continental” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former Continental employee Jose Gutierrez (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Continental during the Class Period (February 10, 2019 to March 27, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Continental during the PAGA Period (February 1, 2021 to March 27, 2025) (“Aggrieved Employees”).

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

Based on Continental’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 Continental’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 Continental’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Continental to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Continental.

If you worked for Continental 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 Continental.

(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 Continental, 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.

Continental 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 Continental 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 <u>January 9, 2026</u></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. Continental 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 <u>January 9, 2026</u></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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>

<p>You Can Participate in the <u>February 9, 2026</u> Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on <u>February 9, 2026, at 10:00am</u>. 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 <u>January 9, 2026</u></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 Continental’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <u>January 9, 2026</u>. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

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

Continental 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 Continental or Plaintiff is correct on the merits. In the meantime, Plaintiff and Continental hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Continental 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, Continental does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Continental 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. Continental Will Pay \$200,000.00 as the Gross Settlement Amount (Gross Settlement). Continental has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Continental will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. 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, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$66,600.00 (33.33)% of the Gross Settlement to Class Counsel for attorneys' fees and up to \$45,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$5,490.00 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. Plaintiff and Continental are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to penalties and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Continental will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Continental 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 are 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 January 9, 2026, 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 January 9, 2026 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 Continental.

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 Continental 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 Continental have agreed that, in either case, the Settlement will be void: Continental will not pay any money and Class Members will not release any claims against Continental.
8. Administrator. The Court has appointed a neutral company, Apex Administration (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 Continental 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 Continental 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 (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Continental has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Continental, 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 Continental or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are 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 and ascertained in the course of the Action, including any and all claims involving any alleged failure to pay minimum wage; overtime wages, business reimbursements, meal break premiums, rest break premiums, or failure to timely pay wages during work and/or after termination, and for failure to maintain and produce accurate wage statements.

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 Continental's records, are stated in the first page of this Notice. You have until January 9, 2026, 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 Continental's calculation of Workweeks and/or Pay Periods based on Continental'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 Continental'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 *Jose Gutierrez v. Continental Glazing, Inc.*, 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 January 9, 2026, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Continental are asking the Court to approve. On December 10, 2025, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. 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 <https://apexclassaction.com/continentalglazing/> or the Court's website lacourt.org.

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 Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is January 9, 2026.** 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 *Jose Gutierrez v. Continental Glazing, Inc. (LASC Case No. 23STCV03011)* and include your name, current address, telephone number, and approximate dates of employment for [Continental] 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 February 9, 2026 at 10:00am in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc>). 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 <https://apexclassaction.com/continentalglazing/> 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 Continental and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <https://apexclassaction.com/continentalglazing/>. 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 (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV03011. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Name of Attorney: Jonathan D. Kent

Email Address: jkent@kentlegalpc.com

Name of Firm: Kent Legal, P.C.

Mailing Address: 1403 S. Main Street, Santa Ana, CA 92707

Telephone: (310) 300-4032

Settlement Administrator:

Name of Company: Apex Class Action LLC

Email Address: info@apexclassaction.com

Mailing Address: 18 Technology Drive, Suite 154, Irvine, CA 92618

Telephone: 1-800-355-0700

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
- you will have no way to recover the money.

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.

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PROOF OF SERVICE

SUPERIOR COURT OF CALIFORNIA, LOS ANGELES COUNTY

CASE NAME: GUTIERREZ v. CONTINENTAL GLAZING, INC.

CASE NO.: 23STCV03011

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is: 9595 Wilshire Blvd, Ste 900, Beverly Hills, CA 90212.

On **October 20, 2025**, I caused the following document(s) described as:

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

in this action as follows:

BERSTEIN LAW, PC
David Berstein
J. R. Dimuzio
Kia Mojabe
4000 MacArthur Boulevard, Suite 600 East Tower
Newport Beach, CA 92660

Attorney for Defendant
CONTINENTAL GLAZING, INC.

CASE ANYWHERE: Pursuant to the agreement of counsel and the order of the Court, I served the above entitled document on the Court and all parties via the administrative site, caseanywhere.com.

STATE: I declare under the laws of the State of California that the foregoing is true and correct.

Executed on October 20, 2025, at Beverly Hills, California.



Yvonne C. Montanez