

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 341678 NAME: Alexandra K. Piazza FIRM NAME: BERGER MONTAGUE PC STREET ADDRESS: 8241 La Mesa Blvd., Suite A CITY: La Mesa STATE: CA ZIP CODE: 91942 TELEPHONE NO.: (619) 489-0300 FAX NO.: (215) 875-4604 E-MAIL ADDRESS: apiazza@bergermontague.com ATTORNEY FOR (name): Plaintiffs	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA STREET ADDRESS: 725 Court Street MAILING ADDRESS: 725 Court Street CITY AND ZIP CODE: Martinez 94553 BRANCH NAME: CV - Martinez-Wakefield Taylor Courthouse	CASE NUMBER: C23-2216
PLAINTIFF/PETITIONER: Geroska Gay, Patricia Young, Philip Jackson, Vanessa Martinez DEFENDANT/RESPONDENT: Premium Retail Services, LLC OTHER:	JUDICIAL OFFICER: Hon. Edward G. Weil
PROPOSED ORDER (COVER SHEET)	DEPT: 39

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiffs Geroska Gay, Patricia Young, Philip Jackson, Vanessa Martinez

2. Title of the proposed order:
Order Granting Preliminary Approval of Amended Class Action Settlement

3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Hearing on Motion in re: Preliminary Approval Of Class And Representative Action Settlement
 - b. Date and time: 11/06/2025 9:00 AM
 - c. Place: CV - Martinez-Wakefield Taylor Courthouse
Department 39

4. The proposed order was served on the other parties in the case.

Alexandra K. Piazza

 (TYPE OR PRINT NAME)



 (SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:
GEROSKA GAY VS. PREMIUM RETAIL SERVICES, INC

CASE NUMBER:
C23-2216

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):
241 La Mesa Blvd., Suite A La Mesa, CA 91942

b. My electronic service address is (*specify*): sklipa@bergermontague.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 11/06/2025

Stefana Klipa

(TYPE OR PRINT NAME OF DECLARANT)



Stefana Klipa

(SIGNATURE OF DECLARANT)

SHORT TITLE: Geroska Gay vs. Premium Retail Services, Inc.	CASE NUMBER: C23-2216
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ATTACHMENT TO PROOF OF ELECTRONIC SERVICE (PERSONS SERVED)

(This attachment is for use with form POS-050/EFS-050.)

NAMES, ADDRESSES, AND OTHER APPLICABLE INFORMATION ABOUT PERSONS SERVED:

<u>Name of Person Served</u>	<u>Electronic Service Address</u>	<u>Date of Electronic Service</u>
<i>(If the person served is an attorney, the party or parties represented should also be stated.)</i>		
Linda Claxton Attorney for Defendant	Linda.claxton@ogletree.com	Date: 11/6/2025
Juliana C. Vallier Attorney for Defendant	Juliana.vallier@ogletree.com	Date: 11/6/2025
David Bibiyan Attorney for Plaintiffs	david@tomorrowlaw.com	Date: 11/6/2025
Vedang J. Patel Attorney for Plaintiffs	vedang@tomorrowlaw.com	Date: 11/6/2025
David Yeremian Attorney for Plaintiffs	d.yeremian@d.law	Date: 11/6/2025
Roman Shkodnik Attorney for Plaintiffs	r.shkodnik@d.law	Date: 11/6/2025
Emma Geesaman Attorney for Plaintiffs	e.geesaman@d.law	Date: 11/6/2025
		Date: _____

1 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
2 **FOR THE COUNTY OF CONTRA COSTA**

3
4 GEROSKA GAY, PATRICIA YOUNG,
5 PHILIP JACKSON, and VANESSA
6 MARTINEZ, individually and on behalf of
7 all others similarly situated,

8 Plaintiffs,

9 v.

10 PREMIUM RETAIL SERVICES, LLC., a
11 Delaware limited liability company;
12 PREMIUM RETAIL SERVICES, INC., a
13 Delaware corporation; EZAT RAHIMI, an
14 individual; and DOES 1 through 100,
15 inclusive,

16 Defendants.

CASE NO.: C23-2216

**ORDER GRANTING PRELIMINARY
APPROVAL OF AMENDED CLASS
ACTION SETTLEMENT**

**Honorable Edward G. Weil —
Department 39**

15 The Unopposed Motion of Plaintiffs Patricia Young, Philip Jackson, Geroska Gay,
16 and Vanessa Martinez (hereafter referred to as “Plaintiffs”) for Preliminary Approval of a Class
17 Action Settlement (the “Motion”) was considered by the Court, The Honorable Edward G. Weil
18 presiding. The Court having considered the Motion, the Amended Class Action and PAGA
19 Settlement Agreement and Class Notice (“Settlement” or “Settlement Agreement”), and supporting
20 papers, HEREBY ORDERS THE FOLLOWING:

21 1. The Court grants preliminary approval of the Settlement and the Settlement Class
22 based upon the terms set forth in the Settlement Agreement. All terms herein shall have the same
23 meaning as defined in the Settlement. The Court has determined only that there is sufficient
24 evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that
25 any final determination of those issues will be made at the final hearing. The Court will make a
26 determination at the hearing on the motion for final approval of class action settlement (the “Final
27

1 Approval Hearing”) as to whether the Settlement is fair, adequate and reasonable to the Settlement
2 Class.

3 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means all
4 individuals employed by Defendant as non-exempt, hourly employees who fall under Defendant’s
5 Representative job classification in California at any time between June 13, 2022 and September
6 26, 2024.

7 3. Based on Defendant’s good faith compilation of its records, Defendant estimates
8 that (1) there are 4,206 Class Members and 175,753 Workweeks during the Class period and (2)
9 there were 4,206 Aggrieved Employees who worked 59,354 Pay Periods during the PAGA Period.
10 “Effective Date” of the Settlement means the date when both of the following have occurred: (a)
11 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
12 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
13 Participating Class Member objects to the Settlement, ten (10) calendar days after the date on which
14 the Court enters the Final Approval Order; (b) if one or more Participating Class Members objects
15 to the Settlement, the first business day after the deadline for filing a notice of appeal from the Final
16 Approval Order; (c) if a timely appeal from the Final Approval Order is filed, the first business day
17 after the date the appellate court affirms the Judgment; or (d) if an appeal is filed and there is a final
18 disposition by ruling, dismissal, denial, or otherwise by the appellate court, and further review of
19 the appellate court’s decision is requested, the day after the request for review is denied with
20 prejudice and/or no further review of the order can be requested.

21 4. This action is provisionally certified pursuant to Code of Civil Procedure Section
22 382 as a class action for purposes of settlement only with respect to the proposed Settlement Class.

23 5. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
24 Settlement Amount by transmitting the funds to the Administrator no later than twenty (20)
25 calendar days after the Effective Date. Within two (2) business days of receipt of the Gross
26 Settlement Amount, the Settlement Administrator shall transfer the Gross Settlement Amount into an
27 interest-bearing Qualified Settlement Fund (“QSF”), with all accrued interest going to the benefit of
28

1 the Class. Defendant shall fund the employer side payroll taxes within thirty (30) calendar days of
2 the Effective Date. Defendant will not be obligated to make any payments contemplated by this
3 Agreement until the Effective Date.

4 6. Class Data. Not later than fifteen (15) calendar days after the Court grants
5 Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator,
6 in the form of a Microsoft Excel spreadsheet, to the extent possible. The Class Data shall include
7 the Class Member's name, last-known mailing address, last known telephone number, Social
8 Security number, and number of Workweeks in the Class Period and PAGA Pay Periods.

9 7. Estimated Settlement Shares. No later than ten (10) calendar days after receipt of
10 the Class Data, the Administrator shall provide Defense Counsel and Class Counsel with estimated
11 minimum settlement shares for each Settlement Class and PAGA Member, assuming one hundred
12 percent (100%) participation in the Settlement.

13 8. Mailing of Class Notice. Upon receipt of the Class Data, the Administrator will
14 perform a Class Member Address Search. Within twenty (20) calendar days of receipt of the Class
15 Data, the Administrator will mail the Class Notice to all Class Members identified in the Class
16 Data, via first-class United States Postal Service ("USPS") mail. The first page of the Class Notice
17 shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual
18 PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods
19 used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class
20 Member addresses using the National Change of Address database.

21 9. Not later than three (3) business days after the Administrator's receipt of any Class
22 Notice returned on or before the Response Deadlines as undeliverable, the Administrator shall re-
23 mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not
24 provide a forwarding address, the Administrator shall conduct a Class Member Address Search,
25 and re-mail once the Class Notice to the most current address obtained.

26 10. Class Counsel's contact information is Alexandra K. Piazza, Berger Montague PC,
27 8241 La Mesa Blvd., Suite A, La Mesa, CA 91942, David Bibiyan and Vedang J. Patel of Bibiyan
28

1 Law Group, P.C., 1460 Westwood Blvd, Suite 100, Los Angeles, CA 90024, and David H.
2 Yeremian and Roman Shkodnik of D. Law, Inc., 450 N. Brand Blvd., Suite 840, Glendale, CA
3 91203. Defense Counsel's contact information is Linda Claxton of Ogletree, Deakins, Nash, Smoak
4 & Stewart, P.C., 400 South Hope Street, Suite 1200, Los Angeles, CA 90071.

5 11. If on or before the Response Deadline, the Administrator, Defendant, Defense
6 Counsel, or Class Counsel is contacted by or otherwise discover any persons who should have been
7 included in the Class Data and should have received Class Notice, the Parties will expeditiously
8 meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to
9 include them as Class Members. If the Parties agree, such persons will be Class Members entitled
10 to the same rights as other Class Members, and the Administrator will send, via overnight delivery,
11 a Class Notice with the Response Deadline extended by the longer of fourteen (14) calendar days
12 from the date of mailing or the remaining original Response Deadline period .

13 12. Requests for Exclusion. Class Members who wish to exclude themselves from the
14 Class Settlement must send to the Administrator, by mail, a signed written Request for Exclusion
15 not later than sixty (60) days after the Administrator mails the Class Notice. To be valid, a Request
16 for Exclusion must: (1) contain the name, address, and telephone number of the Class Member
17 requesting exclusion; (2) contain a statement expressing that the Class Member elects to be
18 excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the
19 Response Deadline and returned to the Administrator at the specified address. The date of the
20 postmark on the return mailing envelope shall be the exclusive means used to determine whether a
21 Request for Exclusion has been timely submitted.

22 13. The Request for Exclusion will be deemed invalid if it does not contain a Class
23 Member's name, address, signature, and a statement requesting exclusion. If the Administrator is
24 unsure of the validity of a Request for Exclusion, it must provide a copy of the Request for
25 Exclusion to the Parties to review and make a determination as to its validity. The Administrator
26 shall accept any Request for Exclusion if the Administrator can reasonably ascertain that all
27 requirements set forth in paragraph 12 of this Agreement have been met for the Request for
28

1 Exclusion to be valid. The Administrator's determination shall be final and not appealable or
2 otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of
3 a Request for Exclusion, the Administrator may demand additional proof of the Class Member's
4 identity. The Administrator's determination of authenticity shall be final and not appealable or
5 otherwise susceptible to challenge.

6 14. Every Class Member who does not submit a timely and valid Request for Exclusion
7 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all
8 benefits and bound by all terms and conditions of the Settlement, including the Released Claims
9 under Paragraphs 6.2 and 6.3 of the Settlement, and any Judgment, regardless of whether the Class
10 Member actually receives the Class Notice or objects to the Settlement.

11 15. Every Class Member who submits a valid and timely Request for Exclusion is a
12 Non-Participating Class Member and will not be entitled to or receive an Individual Class Payment,
13 will not be bound by the terms of the Class portion of the Settlement, or have the right to object,
14 appeal, or comment as to the class action components of the Settlement. Aggrieved Employees
15 cannot opt out of the PAGA portion of the Settlement. Plaintiffs, on behalf of themselves and the
16 State of California, and the Aggrieved Employees, release all claims for civil penalties pursuant
17 to those Released Claims under Paragraphs 6.2 and 6.3 of the Settlement.

18 16. Challenges to Calculation of Workweeks. Class Members shall have sixty (60) days
19 after the Administrator mails the Class Notice to challenge the number of Class Workweeks and
20 PAGA Pay Periods (if any), should they disagree with Defendant's records regarding the
21 Workweeks or PAGA Pay Periods stated on their Class Notice, and to provide documentation
22 and/or an explanation to show contrary information by the Response Deadline. The Class Member
23 may challenge the allocation by communicating in writing with the Administrator via regular U.S.
24 mail. If there is a dispute, the Administrator will consult with the Parties to determine whether an
25 adjustment is warranted. In the absence of circumstances indicating fraud, manipulation or
26 destruction, Defendant's records will be given a rebuttable presumption of accuracy. The
27 Administrator will determine the eligibility for, and the amount of, any Individual Class Payment

1 under the terms of this Agreement, and the Administrator's determination shall be binding upon
2 the Class Members and the Parties.

3 17. Objections to Settlement. Only Participating Class Members may object to the
4 Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the
5 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class
6 Representative Service Payments. Participating Class Members may send written objections to the
7 Administrator, by mail. Any written objection by a Participating Class Member must be mailed to
8 the Administrator no later than sixty (60) days after the Administrator mails the Class Notice. The
9 date of the postmark on the envelope shall be the exclusive means used to determine whether an
10 Objection has been timely submitted. To be valid, the written objection must state the factual and
11 legal grounds for the objection to the Settlement, must be signed by the Class Member submitting
12 it, and it must state the person's full name, address, telephone number, and address (if applicable).
13 A Participating Class Member who has submitted a timely written objection may attend the Final
14 Approval Hearing (or personally retain a lawyer to object and attend at their own cost). The
15 Administrator must provide a copy of written objections to the Parties within three (3) calendar
16 days of receipt. Class Counsel will ensure that any written objections received by the Administrator
17 by the Response Deadline are filed with the Court along with the Motion for Final Approval. Any
18 Class Member who fails to submit a timely written objection or to present an objection in person
19 at the Final Approval Hearing shall be deemed to have waived any objections and shall be
20 foreclosed from making any objection to the Settlement whether by appeal or otherwise.

21 18. Non-Participating Class Members have no right to object to any of the class action
22 components of the Settlement.

23 19. Not later than fourteen (14) days before the date by which Plaintiffs are required to
24 file the Motion for Final Approval of the Settlement, the Administrator will provide to Class
25 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due
26 diligence and compliance with all of its obligations under the Settlement Agreement, including, but
27 not limited to, its mailing of the Class Notices, the Class Notices returned as undelivered, the re-

1 mailing of Class Notices, attempts to locate Class Members, the total number of Requests for
2 Exclusion it received (both valid or invalid), and the number of written Objections. The
3 Administrator will supplement its declaration as needed or requested by the Parties and/or the
4 Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

5 20. The Court approves, as to form and content, the Class Notice in substantially the
6 form attached as Exhibit B to this Order.

7 21. The Court approves, for settlement purposes only Berger Montague PC, Bibiyan
8 Law Group, P.C., and D. Law, Inc. as Class Counsel.

9 22. The Court approves, for settlement purposes only, Patricia Young, Philip Jackson,
10 Geroska Gay, and Vanessa Martinez as the Class Representatives.

11 23. The Court approves Apex Class Action as the Administrator.

12 24. Class Counsel shall file a Motion for Final Approval of the Settlement, and for
13 Approval of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Settlement
14 Administrator Expenses, and Class Representative Service Payments at least sixteen (16) court
15 days prior to the Final Approval Hearing, which the Court will review in conjunction with the Final
16 Approval Hearing.

17 25. The Parties shall submit a proposed Final Approval Order that shall include a
18 compliance hearing after the Settlement has been completely implemented. Plaintiffs' counsel are
19 to submit a compliance statement one week before the compliance hearing date. Five percent (5%)
20 of the attorney's fees awarded are to be withheld by the Settlement Administrator pending
21 satisfactory compliance as found by the Court.

22 26. A Final Approval Hearing shall be held on **April 16, 2026** at **9:00 a.m.** in
23 Department 39 to consider the fairness, adequacy and reasonableness of the proposed Settlement
24 preliminarily approved by this Preliminary Approval Order, and to consider the application of Class
25 Counsel for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the
26 Class Representative Service Payments. Class Counsel must give notice to any objecting party of
27 any continuance of the hearing of the motion for final approval.

1 27. If for any reason the Court does not execute and file a Final Approval Order and
2 Judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
3 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
4 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
5 litigation, as more specifically set forth in the Settlement.

6 28. The Court expressly reserves the right to adjourn or continue the Final Approval
7 Hearing from time to time without further notice to members of the Class.

8 **IT IS SO ORDERED.**

9
10 _____
11 DATE

Honorable Edward G. Weil
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 39
JUDICIAL OFFICER: EDWARD G WEIL
HEARING DATE: 11/06/2025

The tentative ruling will become the Court's ruling unless by 4:00 p.m. of the court day preceding the hearing, counsel or self-represented parties email or call the department rendering the decision to request argument and to specify the issues to be argued. Calling counsel or self-represented parties requesting argument must advise all other affected counsel and self-represented parties by no later than 4:00 p.m. of their decision to appear and of the issues to be argued. Failure to timely advise the Court and counsel or self-represented parties will preclude any party from arguing the matter. (*Local Rule 3.43(2).*)

Note: In order to minimize the risk of miscommunication, parties are to provide an **EMAIL NOTIFICATION TO THE DEPARTMENT OF THE REQUEST TO ARGUE AND SPECIFICATION OF ISSUES TO BE ARGUED**. Dept. 39's email address is: dept39@contracosta.courts.ca.gov. Warning: this email address is not to be used for any communication with the department except as expressly and specifically authorized by the court. Any emails received in contravention of this order will be disregarded by the court and may subject the offending party to sanctions.

Submission of Orders After Hearing in Department 39 Cases

The prevailing party must prepare an order after hearing in accordance with CRC 3.1312. If the tentative ruling becomes the Court's ruling, a copy of the Court's tentative ruling **must be attached to the proposed order** when submitted to the Court for issuance of the order.

Law & Motion

**1. 9:00 AM CASE NUMBER: C23-02216
CASE NAME: GEROSKA GAY VS. PREMIUM RETAIL SERVICES, INC.
*HEARING ON MOTION IN RE: PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
FILED BY:**

TENTATIVE RULING:

Plaintiffs Geroska Gay, Patricia Young, Philip Jackson, and Vanessa Martinez move for preliminary approval of their class action and PAGA settlement with defendants Premium Retail Services, LLC Premium Retail Services, Inc., and Ezat Rahimi. The matter was first heard on October 2, 2025, at which the Court requested that plaintiffs provide a supplemental declaration addressing two matters and continued the matter to November 6, 2025.

A. Background and Settlement Terms

The original complaint was filed by Ms. Gay on June 28, 2023, raising class action claims on behalf of non-exempt employees, alleging that defendant violated the Labor Code in various ways, including failure to pay minimum and overtime wages, failure to provide meal breaks, failure to provide proper wage statements, failure to reimburse necessary business expenses, and failure to pay all wages due on separation. Ms. Young and Mr. Jackson filed class claims in the U.S. District Court for the Southern District of California on August 17, 2023 making similar allegations. On September 21, 2023, Ms. Martinez filed her class action in Santa Clara County Superior Court, making similar claims. The currently operative complaint is a First Amended and Consolidated Complaint filed in this case on May 15, 2025.

The settlement would create a gross settlement fund of \$3,000,000. The class representative payment to plaintiffs would be \$10,000 each. Attorney's fees would be \$1,000,000 (one-third of the settlement). Litigation costs would not exceed \$65,000. The settlement administrator's costs would not exceed \$35,000. PAGA penalties would be \$150,000, resulting in a payment of \$112,500 to the LWDA and \$37,500 to plaintiffs. The net amount paid directly to the class members would be about \$1,710,000 (not counting the PAGA payment). The fund is non-reversionary. Based on the estimated class size of 4,206, the average net payment for each class member is approximately \$415. The proposed settlement would certify a class of all current and former non-exempt employees employed by Defendants during the class period.

The class members will not be required to file a claim. Class members may object or opt out of the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds would be apportioned to class members based on the number of workweeks worked during the class period.

Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable.

Initially, the proposed settlement provided that checks undelivered or uncashed 180 days after mailing will be voided, and would be paid to the Legal Aid Association of California. (Proposed Final Order, Par. 11.) Counsel did not provide the Court with material meeting the requirements for a cy pres distribution to a non-profit entity. Under Code of Civil Procedure section 382.4, counsel must "in connection with the hearing for preliminary approval pursuant to subdivision (c) of Rule 3.769 of the California Rules of Court, notify the court if the attorney has a connection to or a relationship with a nonparty recipient of the distribution that could reasonable create the appearance or impropriety[.]" In addition, the cy pres recipient must be qualified under Code of Civil Procedure section 384(b), which requires that cy pres funds be provided "to nonprofit organizations or foundations to support projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent[.]" In addition, section 384(b) imposes procedural requirements on the ascertainment and dispersal of such funds. In response to the Court's request for documentation on this subject, the parties have modified the agreement to provide that any funds from uncashed and voided checks would be transmitted to the State Controller's Unclaimed Property Fund in the name of the class member. Thus, the cy pres related documentation is no longer required.

The settlement contains release language covering all claims "that were asserted in the Actions and the Operative Complaint, and any claims which reasonably flow from the facts alleged in the Actions

and the Operative Complaint[.]” (Settlement, Par. 6.2.) Under recent appellate authority, the limitation to those claims with the “same factual predicate” as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 [“A court cannot release claims that are outside the scope of the allegations of the complaint.” “Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint’ is impermissible.” (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

Informal and formal written discovery was undertaken. The matter settled after arms-length negotiations, which included a session with an experienced mediator.

Counsel attest that they have analyzed the value of the case, and that the result achieved in this litigation is fair, adequate, and reasonable. The moving papers include an estimate of the potential value of the case, broken down by each type of claim.

The potential liability needs to be adjusted for various evidence and risk-based contingencies, including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they derive from other violations, they include “stacking” of violations, the law may only allow application of the “initial violation” penalty amount, and the total amount may be reduced in the discretion of the court. (See Labor Code, § 2699(e)(2) [PAGA penalties may be reduced where “based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary and oppressive, or confiscatory.”])

By supplemental declaration counsel attest that notice of the proposed settlement was transmitted to the LWDA concurrently with the filing of the motion.

B. Legal Standards

The primary determination to be made is whether the proposed settlement is “fair, reasonable, and adequate,” under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement.” (See also *Amaro v. Anaheim Arena Mgmt., LLC, supra*, 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal’s decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the “fair, reasonable, and adequate” standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess “the fairness of the settlement’s allocation of civil penalties between the affected aggrieved employees[.]” (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, “[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn.*

Inter-Ins. Bureau v. Superior Court (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because “[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

C. Attorney fees

Plaintiff seeks one-third of the total settlement amount as fees, relying on the “common fund” theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Id.*, at 505.) Following typical practice, however, the fee award will not be considered at this time, but only as part of final approval.

The reasonableness of litigation costs and the settlement administrator’s fees will be considered at final approval.

Similarly, the requested representative payment of \$10,000 for each plaintiff will be reviewed at time of final approval. Criteria for evaluation of representative payment requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

D. Conclusion

As supplemented, the Court finds that the agreement is sufficiently fair, reasonable, and adequate, to justify preliminary approval. The motion for preliminary approval is granted.

Counsel are directed to prepare an order reflecting this tentative ruling, the other findings in the previously submitted proposed order, and to obtain a hearing date for the motion for final approval from the Department clerk. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs’ counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney’s fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

2. 9:00 AM CASE NUMBER: C23-02709
CASE NAME: MELISSA PALMER VS. DIGGER'S DINER CONCORD, INC.
***HEARING ON MOTION IN RE: QUASH SERVICE OF SUMMONS**
FILED BY: DIGGER'S DINER CONCORD, INC.
TENTATIVE RULING:

If any party contests the below tentative ruling, the Court will hear oral argument on Friday November 14th, at 9:00 a.m.

Granted, without opposition. On October 23, 2025, Plaintiff filed a statement indicating that she does not oppose the motion and has had defendant re-served.

EXHIBIT B

1 **EXHIBIT B**

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

4 ***Gay v. Premium Retail Services, LLC,***
5 ***No. C23-2216 (Sup. Ct., Contra Costa)***

6 ***The Court authorized this Notice. Read it carefully!***
7 ***It is not junk mail, spam, an advertisement, or solicitation by a lawyer.***
8 ***You are not being sued.***

9 **You may be eligible to receive money** from an employee class action and representative
10 lawsuit (“Action”) against Premium Retail Services, LLC (“Premium” or “Defendant”) for alleged
11 violations of California’s labor laws. The Action was filed by employees Patricia Young, Philip
12 Jackson, Geroska Gay, and Vanessa Martinez (collectively “Plaintiffs”) and seeks payment of (1)
13 wages and other relief for a class of all individuals employed by Defendant as non-exempt, hourly
employees who fall under Defendant’s Representative job classification in California at any time
between June 13, 2022 and September 26, 2024 (“Class Members”); and (2) penalties under the
California Private Attorney General Act (“PAGA”) for all individuals employed by Defendant as
non-exempt, hourly employees in California at any time between June 13, 2022 and September 26,
2024 (“Aggrieved Employees”).

14 Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class**
15 **Payment is estimated to be \$<<IndividualClassPaymentAmount>> (less withholding) and**
16 **your Individual PAGA Payment is estimated to be \$<<IndividualPAGAPaymentAmount>>.**
17 The actual amount you may receive likely will be different and will depend on a number of factors.
18 The individual payments amounts will vary. However, the average Individual Class Payment to a
19 Class Member is estimated to be <<\$Average Individual Class Payment Amount>>. The average
20 Individual PAGA Payment to an Aggrieved Employee is estimated to be <<\$Average Individual
21 PAGA Payment Amount>>. The highest Individual Class Payment to a Class Member is estimated
22 to be <<\$Highest Individual Class Payment Amount>> and the lowest is estimated to be
23 <<\$Lowest Individual Class Payment Amount>>. The highest Individual PAGA Payment to an
24 Aggrieved Employee is estimated to be <<\$Highest Individual PAGA Payment Amount>> and the
25 lowest is estimated to be <<\$Lowest Individual PAGA Payment Amount>>.

26 The above estimates are based on Defendant’s records showing that **you worked <<__>>**
27 **Workweeks** during the Class Period and **you worked <<__>> Pay Periods** during the PAGA
28 Period. If you believe that you worked more Workweeks or Pay Periods during either period, you
can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this
Notice. The Court has not yet decided whether to grant final approval. The Court has determined
only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate,
and reasonable, and that any final determination of those issues will be made at the Final Approval
Hearing. Your legal rights are affected whether you act or not act. Read this Notice carefully. You
will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court

will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Participating Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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. In exchange, you will give up your right to assert the claims against Defendant 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 <<RESPONSE DEADLINE>></p>	<p>If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by mailing 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. Defendant must pay Individual PAGA Payments to all Aggrieved Employees, and Plaintiffs release Defendant from civil penalties it may owe to the Aggrieved Employees.</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by <<RESPONSE DEADLINE>></p>	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement by submitting a signed, written statement to the Settlement Administrator stating the basis for your objection.</p>
<p>You Can Participate in the <<FinalApprovalHearingDate>> Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on <<FinalApprovalHearingDate>>. 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 (if available and permitted by the Court).</p>
<p>You Can Challenge the Calculation of Your Workweek / Workweeks</p> <p>Written Challenges Must be Submitted by <<RESPONSE DEADLINE>></p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4 of this Notice.</p>

1 **Defendant will not retaliate against you for any actions you take with respect to the proposed**
2 **Settlement.**

3 **1. WHAT IS THE ACTION ABOUT?**

4 Plaintiffs are current and former non-exempt, hourly employees who fall under Defendant's
5 Representative job classification in California. The Action accuses Defendant of violating
6 California labor laws by failure to pay wages, unauthorized and unlawful wage deductions, failure
7 to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for
8 business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to
9 maintain required payroll records, and related violations of the Labor Code. Based on the same
10 claims, Plaintiffs have also asserted a claim for civil penalties under the PAGA (Labor Code section
11 2698 and sections that follow) ("PAGA").

12 Defendant denies violating any laws or failing to pay any wages and contends that at all times they
13 treated workers fairly and in compliance with all applicable laws.

14 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

15 So far, the Court has made no determination whether Plaintiffs or Defendant are correct on the
16 merits. During the course of this litigation, the Parties have participated in arm's length mediation
17 in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather
18 than continuing the expensive and time-consuming process of litigation. The negotiations were
19 successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to
20 jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs
21 and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval.
22 Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle,
23 Defendant does not admit any violations or concede the merit of any claims.

24 Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they
25 believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering
26 the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement
27 is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily
28 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?

A. Gross Settlement Amount. Defendant will pay \$3,000,000.00 as the Gross
Settlement Amount ("Gross Settlement"). Defendant has agreed to deposit the Gross Settlement
into an account controlled by the Administrator of the Settlement. The Administrator will use the
Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class
Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses
Payment, the Administration Expenses Payment, and penalties to be paid to the California Labor
and Workforce Development Agency ("LWDA"). The Judgment will be final on the date the Court
enters the Final Approval Order, or a later date if Participating Class Members object to the
proposed Settlement or the Final Approval Order is appealed.

1 B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,
2 Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the
3 Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

4 1. Attorney Fees and Costs. Up to one-third of the Gross Settlement Amount,
5 which is estimated to be \$1,000,000 (33.33%) to Class Counsel for attorneys' fees and up to
6 \$65,000 for their incurred litigation expenses. To date, Class Counsel have worked and incurred
7 expenses on the Action without payment.

8 2. Class Representative Service Payment. Up to \$40,000.00 for Class
9 Representative Service Payments for filing the Action, working with Class Counsel, representing
10 the Class, and for their broader general release in favor of Defendant. The Class Representative
11 Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual
12 Class Payment and any Individual PAGA Payment. Plaintiffs seek to divide the \$40,000 Class
13 Representative Service Payments as follows: (1) \$10,000.00 to Patricia Young; (2) \$10,000.00 to
14 Philip Jackson; (3) \$10,000.00 to Geroska Gay; and (4) \$10,000.00 to Vanessa Martinez.

15 3. Administration Expenses Payment. Up to \$35,000 to the Administrator for
16 services administering the Settlement.

17 4. PAGA Penalties. Up to \$150,000.00 for PAGA Penalties, allocated 75% to
18 the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees
19 based on their PAGA Pay Periods.

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

22 C. Net Settlement Distributed to Class Members. After making the above deductions
23 in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement
24 (the "Net Settlement") by making Individual Class Payments to Participating Class Members based
25 on their Class Period Workweeks.

26 D. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking
27 the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages
28 ("Wage Portion") and 75% to interest and penalties ("Non-Wage Portion"). The Wage Portion is
subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay
employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted
as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA
Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant 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.

E. 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

1 expires (the void date). If you do not cash it by the void date, your check will be automatically
2 cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
3 Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed
Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your
money.

4 F. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
5 possible the Court will decline to grant Final Approval of the Settlement. It is also possible the
6 Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant agreed that, in
7 either case, the Settlement will be void: Defendant will not pay any money, except the amounts to
cover the Settlement Administration costs as of that date, and Class Members will not release any
claims against Defendant.

8 G. Administrator. The Court has appointed a neutral company, Apex Class Action (the
9 "Administrator") to send this Notice, calculate and make payments, and process Class Members'
10 Requests for Exclusion and Objections. The Administrator will also decide Class Member
11 challenges of 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.

12 H. Releases. After the Judgment is final and Defendant has fully funded the Gross
13 Settlement (and separately paid all employer payroll taxes), Participating Class Members will be
14 legally barred from asserting any of the claims released under the Settlement. This means that
15 unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue,
16 continue to sue, or be part of any other lawsuit against Defendant or their parents, subsidiaries,
affiliated entities, franchisors, franchisees, officers, employees, and agents 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.

17 1. The Participating Class Member Release. Upon the Effective Date and full
18 funding of the Gross Settlement Amount plus employer's share of payroll taxes, Released Parties
19 shall be entitled to a release from the Participating Class Members of all class claims, actions,
20 demands, causes of action, suits, debts, obligations, damages, penalties, rights or liabilities, factual
21 or legal theories, of any nature and description whatsoever, whether known or unknown, that were
22 asserted in the Action, and any claims which reasonably flow from the facts alleged in the Action,
23 including but not limited to Labor Code sections 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2,
24 205, 205.5, 210, 218.6, 221, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 511, 512, 558, 558.1,
25 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq.*, 2751, 2800
26 and 2802, and the applicable IWC Wage Orders, and claims under Business and Professions Code
27 sections 17200, *et seq.*, claims for attorneys' fees and costs, and unfair business practices. Released
28 Claims include all claimed or unclaimed compensatory, consequential, incidental, liquidated,
restitution, interest, costs and fees, injunctive or equitable relief, and any other remedies available
at law or equity, allegedly owed or available to the Participating Class Members arising or
reasonably flowing from the allegations contained in the Actions, against the Released Parties for
the time period June 28, 2019 through September 26, 2024 ("Class Release"). The *res judicata*
effect of the Judgment will be the same as that of the Release. Participating Class Members'
Released Claims shall include a release of FLSA claims only when the Participating Class Member

1 signs, cashes, or deposits a Settlement Award check, which shall include language on the back of
2 the check outlining the scope of the release. Participating Class Members may later discover facts
3 or legal arguments in addition to or different from those that they now know or currently believe
4 to be true with respect to the Released Class Claims. Regardless, the discovery of new facts or legal
5 arguments shall in no way limit the scope or definition of the Released Class Claims, and by virtue
6 of this Agreement, Plaintiffs and Participating Class Members shall be deemed to have, and by
7 operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled
8 and released all of the Released Class Claims. The Released Class Claims do not extend to any
9 claims or actions to enforce this Agreement, or to any claims for vested benefits, wrongful
10 termination, unemployment insurance, disability, social security, workers' compensation, claims
11 while classified as exempt, and claims outside of the Class Release.

12 2. The PAGA Release. Upon the Effective Date and full funding of the Gross
13 Settlement Amount plus employer's share of payroll taxes, the California Labor Workforce and
14 Development Agency, and any persons purporting to act on its behalf, including Plaintiffs and all
15 of the allegedly "Aggrieved Employees" at issue in the Action, will be bound by a release of all
16 claims against Released Parties for any and all civil penalties, whether known or unknown,
17 recoverable under PAGA arising out of the Released Claims from June 13, 2022 through September
18 26, 2024,, including any and all claims, causes of action, and factual or legal theories that were
19 alleged in the Action, or reasonably could have been alleged based on the facts and legal theories
20 of the Action , including but not limited to the Released Class Claims during the PAGA Period.
21 Aggrieved Employees may later discover facts or legal arguments in addition to or different from
22 those that they now know or currently believe to be true with respect to the claims, causes of action,
23 and legal theories of the Action. Regardless, the discovery of new facts or legal arguments shall in
24 no way limit the scope or definition of the Released PAGA Claims, and by virtue of this Agreement,
25 Plaintiffs and Aggrieved Employees shall be deemed to have, and by operation of the final
26 judgment approved by the Court, shall have, fully, finally, and forever settled and released all of
27 the Released PAGA Claims.

17 4. **HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

18 A. Individual Class Payments. The Administrator will calculate Individual Class
19 Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
20 by all Participating Class Members, and (b) multiplying the result by the number of Workweeks
21 worked by each individual Participating Class Member. Each Individual Class Payment will be
22 reduced as necessary to account for the employee's mandatory payroll withholdings.

23 B. Individual PAGA Payments. The Administrator will calculate Individual PAGA
24 Payments by (a) dividing \$37,500 by the total number of PAGA Pay Periods worked by all
25 Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked
26 by each individual Aggrieved Employee.

27 C. Workweek and Pay Period Challenges. The number of Class Workweeks you worked
28 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have
until **<<RESPONSE DEADLINE>>** to challenge the number of Workweeks and/or Pay Periods
credited to you. You can submit a workweek or PAGA Pay Period challenge by signing and

1 sending a letter to the Administrator by regular U.S. mail outlining the basis for your challenge by
2 the Response Deadline.

3 You need to support your challenge by submitting copies of pay stubs or other records. The
4 Administrator will accept Defendant's calculation of Workweeks and Pay Periods based on
5 Defendant's records as accurate unless you send copies of records containing contrary information
6 to the Administrator. You should send copies rather than originals because the documents will not
7 be returned to you. The Administrator will resolve Workweek and Pay Period challenges based on
8 your submission. The Administrator's decision is final. You cannot appeal or otherwise challenge
9 its final decision.

7 **5. HOW WILL I GET PAID?**

8 A. Participating Class Members. The Administrator will send, by U.S. mail, a single
9 check to every Participating Class Member (i.e., every Class Member who does not opt-out)
10 including those who also qualify as Aggrieved Employees. The single check will combine the
11 Individual Class Payment and the Individual PAGA Payment. The back of the check will contain
12 a release stating:

13 By signing, cashing, or depositing this check, I affirm my release of Premium Retail
14 Services, LLC, and all other Released Parties of all Participating Class Members'
15 Released Claims as defined in the Settlement Agreement approved by the Court.

16 B. Non-Participating Class Members. Unless a Non-Participating Class Member
17 requests to receive the PAGA payment electronically, the Administrator will send, by U.S. mail, a
18 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
19 Settlement (i.e., every Non-Participating Class Member).

20 **If you do not elect to receive your payment(s) electronically, your check will be sent to
21 the same address as this Notice. If you change your address, be sure to notify the
22 Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact
23 information.**

24 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

25 Mail a written and signed letter with your name, present address, telephone number, and a
26 simple statement that you do not want to participate in the Settlement. The Administrator will
27 exclude you based on any writing clearly stating your request be excluded. Be sure to personally
28 sign your request, identify the Action as *Gay, et al. v. Premium Retail Services, Inc.*, No. C23-2216
(Sup. Ct., Contra Costa), 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.
You should send your Request for Exclusion to the Administrator by regular U.S. mail. **You must
send to the Administrator your request to be excluded by <<RESPONSE DEADLINE>>, or
it will be invalid.** Section 9 of the Notice has the Administrator's contact information. If you are
an Aggrieved Employee, you will still receive an Individual PAGA Payment.

1 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

2 Only Participating Class Members have the right to object to the Settlement. Before deciding
3 whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to
4 approve. At least sixteen (16) Court days before the Final Approval Hearing, Plaintiffs will file in
5 Court a Motion for Final Approval that includes, among other things, the reasons why the proposed
6 Settlement is fair. You may view these documents and the Settlement Agreement on the
7 Administrator’s Website <<ADMINISTRATOR WEBSITE>> or the Court’s website <<COURT
8 WEBSITE>>.

9 **The deadline for sending written objections to the Administrator is <<RESPONSE
10 DEADLINE>>.** Be sure to tell the Administrator what you object to, why you object, and any
11 facts that support your objection. Make sure you identify the Action *Gay, et al. v. Premium Retail
12 Services, Inc.*, No. C23-2216 (Sup. Ct., Contra Costa), and include your name, current address,
13 telephone number, and approximate dates of employment for Defendant and sign the objection.
14 Section 9 of this Notice has the Administrator’s contact information. You should send your
15 objection to the Administrator by regular U.S. mail. A Participating Class Member who has
16 submitted a timely objection may attend the Final Approval Hearing (or personally retain a lawyer
17 to object and attend at your own cost). You (or your attorney) should be ready to tell the Court
18 what you object to, why you object, and any facts that support your objection. See Section 8 of this
19 Notice (immediately below) for specifics regarding the Final Approval Hearing.

20 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

21 You can, but don’t have to, attend the Final Approval Hearing on <<FINAL APPROVAL HEARING
22 DATE>> at <<FINAL APPROVAL HEARING TIME>> in XX. At the Hearing, the judge will decide
23 whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be
24 paid to Class Counsel, Plaintiffs, the Administrator, and how much will be paid in PAGA Penalties.
25 The Court will invite comment from objectors, Class Counsel and Defense Counsel before making
26 a decision. You can attend (or hire a lawyer to attend). Check the Court’s website for the most
27 current information.

28 It’s possible the Court will reschedule the Final Approval Hearing. You should check the
Administrator’s website <<ADMINISTRATOR WEBSITE>> beforehand or contact Class Counsel
to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the
proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement
documents is to go to the Administrator’s website at <<ADMINISTRATOR’S WEBSITE>>. You can
also telephone the Administrator using the contact information listed below, or consult the Court
website by going to (<http://www.<< COURT’S WEBSITE>>.aspx>) and entering the Case Number
for the Action. You can also make an appointment to personally review court documents in the
Clerk’s Office at the Contra Costa County Superior Court, by calling <<CLERK OF COURT’S
PHONE NUMBER>>.

1 **DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE**
2 **SETTLEMENT.**

3 Class Counsel:

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5 Mariyam Hussain
6 Olivia Lanctot
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15 Administrator:

16 Name of Company:
17 Mailing Address: _____
18 Telephone: _____
19 Fax Number: _____

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28 Telephone: (213) 239-9800
Facsimile: (213) 239-9045

26 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

1 If you lose or misplace your settlement check before cashing it, the Administrator will replace it as
2 long as you request a replacement before the void date on the face of the original check. If you do
3 not request a replacement by the void date, you will have no way to recover the money.

3 **11. WHAT IF I CHANGE MY ADDRESS?**

4 To receive your check, you should immediately notify the Administrator if you move or otherwise
5 change your mailing address.
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