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FILED

Superior Court of California
County of Los Angeles

06/15/2026

David W. Slayton, Executive Officer / Clerk of Court

By: L. Ennis Deputy

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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES

13
14 JAMES HERNANDEZ, an individual, on
15 behalf of himself and on behalf of all persons
16 similarly situated,

17 Plaintiffs,

18 vs.

19 VERIZON CORPORATE SERVICES
20 GROUP INC., a Corporation; VERIZON
21 CORPORATE RESOURCES GROUP LLC, a
22 Limited Liability Company; and Does 1
23 through 50, Inclusive,

24 Defendants.

CASE NO.: **24STCV20608**

**[REVISED PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: June 9, 2026
Hearing Time: 11:00 a.m.

Judge: Hon. Elihu M. Berle
Dept: SS-6

Date Filed: August 15, 2024
Trial Date: Not set

25 This matter came before the Honorable Elihu M. Berle of the Superior Court of the State of
26 California, in and for the County Los Angeles, on June 9, 2026, for hearing on the unopposed
27 motion by Plaintiff James Hernandez (“Plaintiff”) for preliminary approval of the Class Action
28 and PAGA Settlement with Defendants Verizon Corporate Services Group, Inc. and Verizon
Corporate Resources Group LLC (collectively, “Defendants”). The Court, having considered the

1 briefs, argument of counsel and all matters presented to the Court and good cause appearing,
2 hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

3

4 **IT IS HEREBY ORDERED:**

5 1. The Court preliminarily approves the Second Amended Class Action and PAGA
6 Settlement Agreement ("Agreement") attached as Exhibit #1 to the Second Supplemental
7 Declaration of Kyle Nordrehaug in Support of Plaintiff's Motion for Preliminary Approval of
8 Class Action Settlement. This is based on the Court's determination that the Settlement set forth
9 in the Agreement is within the range of possible final approval, pursuant to the provisions of
10 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

13 3. The Gross Settlement Amount that Defendants shall pay is Nine Hundred Fifty
14 Thousand Dollars (\$950,000). It appears to the Court on a preliminary basis that the settlement
15 amount and terms are fair, adequate and reasonable as to all potential Class Members when
16 balanced against the probable outcome of further litigation and the significant risks relating to
17 certification, liability and damages issues. It further appears that investigation and research have
18 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
19 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
20 by all Parties, as well as avoid the delay and risks that would be presented by the further
21 prosecution of the Action. It further appears that the Settlement has been reached as the result of
22 serious and non-collusive, arm's-length negotiations.

23 4. The Court preliminarily finds that the Settlement appears to be within the range of
24 reasonableness of a settlement that could ultimately be given final approval by this Court. The
25 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
26 preliminarily finds that the monetary settlement awards made available to the Class is fair,
27 adequate, and reasonable when balanced against the probable outcome of further litigation and the
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1 significant risks relating to certification, liability, and damages issues.

2 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
3 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$30,000, and a
4 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
5 \$10,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
6 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
7 supporting these requests, including lodestar, prior to final approval.

8 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to
9 representative treatment and certification of a class for settlement purposes only. This stipulation
10 will not be deemed admissible in this, or any other proceeding should this Settlement not become
11 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
12 "all individuals who are or previously were employed by Defendants in California and classified
13 as non-exempt employees at any time during the Class Period." The "Class Period" is August 15,
14 2020 through September 25, 2025.

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

25 8. The Court provisionally appoints Plaintiff as the representatives of the Class. The
26 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
27 of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Ryan Stygar of Centurion Trial
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1 Attorneys, APC as Class Counsel for the Class.

2 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
3 Amount of \$20,000, which shall be allocated \$13,000 to the Labor & Workforce Development
4 Agency (“LWDA”) as the LWDA’s 65% share of the settlement of civil penalties paid under this
5 Agreement pursuant to the PAGA and \$7,000 to the Aggrieved Employees. “Aggrieved
6 Employees” are all individuals who are or previously were employed by Defendants in California
7 and classified as non-exempt employees at any time during the PAGA Period (June 23, 2023
8 through September 25, 2025). Pursuant to Labor Code section 2699, the LWDA was provided
9 notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be
10 reasonable.

11 10. The Court hereby approves, as to form and content, the Class Notice attached to
12 this Order as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
13 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
14 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
15 and opportunity to object to the Settlement. The Court further finds that the distribution of the
16 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
17 the requirements of due process, is the best notice practicable under the circumstances, and shall
18 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
19 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
20 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
21 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
22 address for the Class Member no later than seven (7) days after the receipt of the undelivered
23 Class Notice.

24 11. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
25 than June 30, 2026, Defendants will provide the Class Data to the Administrator. The
26 Administrator will perform address updates and verifications as necessary prior to the first
27 mailing. Using best efforts to mail it as soon as possible, and in no event later than July 14, 2026,
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1 the Administrator will mail the Class Notice Packet to all Class Members via first-class regular
2 U.S. Mail to their last known address.

3 12. The Court hereby preliminarily approves the proposed procedure for exclusion
4 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
5 from the Class as provided in the Class Notice by following the instructions for requesting
6 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
7 postmarked or received no later than September 14, 2026 (“Response Deadline”). If a Class
8 Notice Packet is re-mailed, the Response Deadline for requests for exclusion will be extended an
9 additional fourteen (14) days. A Request for Exclusion may also be faxed or emailed to the
10 Administrator as indicated in the Class Notice. Any such person who chooses to opt out of and be
11 excluded from the Class will not be entitled to any recovery under the Class Settlement and will
12 not be bound by the Class Settlement or have any right to object, appeal or comment thereon.
13 Class Members who have not requested exclusion shall be bound by all determinations of the
14 Court, the Agreement and the Judgment. A request for exclusion may only opt out that particular
15 individual, and any attempt to effect an opt-out of a group, class, or subclass of individuals is not
16 permitted and will be deemed invalid.

17 13. Any Class Member who has not opted out may appear at the final approval hearing
18 and may object or express the Member’s views regarding the Settlement and may present evidence
19 and file briefs or other papers that may be proper and relevant to the issues to be heard and
20 determined by the Court as provided in the Class Notice. Class Members will have until the
21 Response Deadline to submit their written objections to the Administrator. Written objections
22 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
23 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
24 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
25 Hearing to make an oral objection. The deadline for the Parties to submit a response to any
26 objections is October 1, 2026.

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1 14. A final approval hearing shall be held before this Court on October 13, 2026 at
2 9:00 a.m. in Department 6 at the Spring Street Courthouse of the Los Angeles County Superior
3 Court to hear the motion for final approval and for attorneys' fees and costs, and to determine all
4 necessary matters concerning the Settlement, including: whether the proposed settlement of the
5 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
6 and should be finally approved by the Court; whether the Final Approval Order and Judgment
7 should be entered herein; whether the plan of allocation contained in the Agreement should be
8 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'
9 fees and costs, service award, and the fees and expenses of the Administrator. All papers in
10 support of the motion for final approval shall be filed with the Court and served on all counsel no
11 later than August 14, 2026 and the motion shall be heard at this final approval hearing. The report
12 of the Administrator as to the notice process shall be filed no later than October 1, 2026.

13 15. Neither the Settlement nor any exhibit, document, or instrument delivered
14 thereunder shall be construed as a concession or admission by Defendants in any way that the
15 claims asserted have any merit or that this Action was properly brought as a class or representative
16 action, and shall not be used as evidence of, or used against Defendants as, an admission or
17 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
18 omission by Defendants or with respect to the truth of any allegation asserted by any person.
19 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
20 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
21 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
22 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,
23 evidence of a presumption, concession, indication or admission by Defendants of any liability,
24 fault, wrongdoing, omission, concession or damage.

25 16. In the event the Settlement does not become effective in accordance with the terms
26 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
27 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
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1 and the Parties shall revert to their respective positions as of before entering into the Agreement,
2 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
3 including all available defenses and affirmative defenses, and arguments that any claim in the
4 Action could not be certified as a class action and/or managed as a representative action. In such
5 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
6 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
7 the Agreement with respect to the effect of the Agreement if it is not approved.

8 17. The Court reserves the right to adjourn or continue the date of the final approval
9 hearing and all dates provided for in the Agreement without further notice to Class Members and
10 retains jurisdiction to consider all further applications arising out of or connected with the
11 proposed Settlement.

12 **IT IS SO ORDERED.**

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14 Dated: 06/15/2026



Elihu M. Berle

15 Elihu M. Berle / Judge
16 HON. ELIHU M. BERLE
17 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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EXHIBIT “A”

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

Hernandez v. Verizon Corp. Servs. Group, Inc.,
Superior Court of the State of California, County of Los Angeles, Case No. 24STCV20608

*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.*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants Verizon Corporate Services Group, Inc. and Verizon Corporate Resources Group LLC (collectively, “Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiff James Hernandez (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendants in California and classified as non-exempt employees at any time during the Class Period (August 15, 2020 through September 25, 2025) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who are or previously were employed by Defendants in California and classified as non-exempt employees at any time during the PAGA Period (June 23, 2023 through September 25, 2025) (“Aggrieved Employees”).

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

Based on Defendants’ 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 Defendants’ 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 Defendants’ records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

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 do 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 Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants 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 Defendants as described below in Section 4 below.
- (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, however you will preserve your right to personally pursue Class Period wage claims against Defendants. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants 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:	
You Don’t Have to Do Anything to Participate in the Settlement	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 Defendants that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	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 7 of this Notice.
The Opt-out Deadline is September 14, 2026.	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below) regardless of whether you submit a request for exclusion.

<p>Participating Class Members Can Object to the Class Settlement</p> <p>Written Objections Must be Submitted by the Response Deadline of September 14, 2026</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 8 of this Notice.</p>
<p>You Can Participate in the October 13, 2026 Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on October 13, 2026 at 9:00 a.m., at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 6 before Judge Elihu M. Berle. This hearing may change as explained below in Section 9.</p> <p>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 9 of this Notice</p>
<p>You Can Challenge the Calculation of Your Workweeks / Pay Periods</p> <p>Written Challenges Must be Submitted by the Response Deadline (September 14, 2026)</p>	<p>The amount of your Individual Class Payment depends on how many workweeks you worked during the Class Period. The amount of your share of your Individual PAGA Payment (if any) depends on how many pay periods you worked during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by September 14, 2026. See Section 5 of this Notice</p>

1. What is action about?

Plaintiff was an employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failure to pay sick pay, and engaging in unfair competition. Plaintiff also seeks civil penalties in a representative claim under the Private Attorneys General Act (“PAGA”).

Defendants strongly deny that they violated any laws or failed to pay any wages and further deny any liability whatsoever to Plaintiff, the Class, or Aggrieved Employees. Defendants contend they complied with all applicable laws.

2. What does it mean that the action has settled?

The Court has made no determination whether Defendants or Plaintiff are correct on the merits. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendants. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) with no decision or admission of who is right or wrong, rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Second Amended Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants 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, Defendants do 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) Defendants have 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 terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of **Nine Hundred Fifty Thousand Dollars (\$950,000) (the “Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants’ share of payroll taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date. The “Effective Date” means the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. 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:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$12,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.

- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$316,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$30,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$10,000 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$20,000 relating to Plaintiff's claim under PAGA, \$13,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$7,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$7,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period, which is June 23, 2023 through September 25, 2025.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$561,334. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means a 7-day week, beginning on Sunday and ending on Saturday, during the Class Period in which a Class Member received compensation for regular hours worked as a nonexempt employee for work actually performed in California for at least one day (i.e., the Class Member was not on a leave of absence). The number of Workweeks will be based on Defendants' records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Need to Promptly Cash Payment Checks. The front of every check issued 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 funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties have proposed the California State Bar Greg E. Knoll Justice Gap Fund as the Cy Pres Recipient, and the Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

Administrator. The Court has appointed a neutral company, Apex Class Action LLC (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 8 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, 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 the Released Class Claims. The “Released Class Claims” are all class claims, rights, demands, liabilities, and causes of action which were raised, pled, or could have been raised or pled, based on the operative facts or theories asserted in the Operative Complaint, that arose during employment in a non-exempt position before the end of the Class Period, including claims for off-the-clock work; unpaid wages, commissions, or incentive payments; unpaid overtime wages; unpaid or underpaid holiday and vacation pay; failure to pay all wages earned every pay period; failure to pay sick pay; failure to pay any or all compensation at the regular rate of pay or the correct regular rate of pay (including, but not limited to sick pay, meal or rest period premiums, reporting time pay, overtime, and holiday or vacation pay); failure to provide meal periods or rest periods; unpaid premium wages for meal periods or rest periods; untimely payment of wages, holiday pay, or vacation pay during employment; failure to pay, or correctly calculate, wages for employees compensated on a piece-rate basis or commissions (including, but not limited to, calculation of nonproductive time); inaccurate wage statements; recordkeeping violations; failure to timely pay all wages, holiday pay, or vacation pay owed upon termination; unfair competition; reimbursement of business expenses; unlawful deductions from wages or commissions; unlawful collection of wages or commissions paid to the employee and/or assignment of wages; reporting time pay violations; failure to provide wage notices; violation of suitable seating requirements; claims under California Labor Code sections 200, 201, 201.5, 202, 203, 204 *et seq.*, 205.5, 210, 218, 221, 226, 226.7, 227.3, 233, 246 *et seq.*, 246.5, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; California Code of Regulations Title 8; the applicable sections of the relevant Industrial Welfare Commission Wage Orders; California Business and Professions Code section 17200 *et seq.*; and any damages, penalties, restitution, disgorgement, interest, costs, or attorneys’ fees as a result thereof. Released Class Claims do not include any claim for civil penalties under PAGA. 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.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA 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 the Released PAGA Claims. The “Released Class Claims” are all claims under PAGA which were raised or pled, or could have been raised or pled, based on the operative facts or theories asserted in Plaintiff’s Operative Complaint, or PAGA Notice, and that arose before the end of the PAGA Period during employment in a non-exempt position, including claims for PAGA

penalties under Labor Code sections 2698-2699.5 based on claims for off-the-clock work; unpaid wages, commissions, or incentive payments; unpaid overtime wages; unpaid or underpaid holiday and vacation pay; failure to pay all wages earned every pay period; failure to pay sick pay; failure to pay any or all compensation at the regular rate of pay or the correct regular rate of pay (including, but not limited to, sick pay, meal or rest period premiums, reporting time pay, overtime, and holiday or vacation pay); failure to provide meal periods or rest periods; unpaid premium wages for meal periods or rest periods; untimely payment of wages, holiday pay, or vacation pay during employment; failure to pay, or correctly calculate, wages for employees compensated on a piece-rate basis or commissions (including, but not limited to, calculation of nonproductive time); inaccurate wage statements; recordkeeping violations; failure to timely pay all wages, holiday pay, or vacation pay owed upon termination; unfair competition; reimbursement of business expenses; unlawful deductions from wages or commissions; unlawful collection of wages or commissions paid to the employee and/or assignment of wages; reporting time pay violations; failure to provide wage notices; violation of suitable seating requirements; and claims under California Labor Code sections 200, 201, 201.5, 202, 203, 204 *et seq.*, 205.5, 210, 218, 221, 226 *et seq.*, 226.7, 227.3, 233, 246 *et seq.*, 246.5, 510, 512, 515, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 2802. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendants, and their former and present parent companies, subsidiaries, and affiliated corporations and entities (including, but not limited to, Cellco Partnership d/b/a Verizon Wireless, Verizon Connect, Inc., and Verizon Communications, Inc.), and each of their respective former, present, and future officers, directors, members, managers, employees, consultants, vendors, insurers, attorneys, independent contractors, partners, investors, shareholders, joint ventures, third-party agents, successors, assigns, and legal representative, and of their heirs, assigns, executors, administrators, agents, employers, and successors, past and present.

5. How much will my payment be?

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 during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Defendants' records reflect that you worked <<__>> Workweeks during the Class Period (August 15, 2020 through September 25, 2025).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<_____>>.

Defendants' records reflect that you worked <<__>> PAGA Pay Periods during the during the PAGA Period (June 23, 2023 through September 25, 2025). Based on this information your estimated Individual PAGA Payment is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is September 14, 2026. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks based on Defendants' 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 challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

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.

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 Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Class Notice has the Administrator's contact information.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. The PAGA Penalties amount is \$20,000, of which \$7,000 will be distributed to the Aggrieved Employees to be allocated based on their respective PAGA Pay Periods. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is September 14, 2026. You may also fax your request to opt out to _____ or email the request to opt out to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Hernandez v. Verizon Corp. Servs. Group, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Hernandez v. Verizon Corp. Servs. Group, Inc.*, Case No. 24STCV20608. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after September 14, 2026, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. 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 Defendants are asking the Court to approve. On or before August 14, 2026 Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and 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 Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Hernandez v. Verizon Corp. Servs. Group, Inc.* or on the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 24STCV20608.

A Participating Class Member who disagrees with any aspect of the Agreement and/or the Motion for Final Approval 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 Response Deadline for sending written objections to the Administrator is September 14, 2026.** You may also fax the objection to _____ or email the objection to _____ by no later than this Response Deadline. 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, *Hernandez v. Verizon Corp. Servs. Group, Inc.*, Case No. 24STCV20608, and include your name, current address, email or telephone number, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC

Email Address: _____

Mailing Address: _____

Telephone Number: _____
Fax Number: _____
Settlement Website: _____

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. You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court’s website at <https://www.lacourt.org/lacc/>. Check the Court’s website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties’ counsel are as follows:

CLASS COUNSEL:

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Blumenthal Nordrehaug Bhowmik De Blouw LLP
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COUNSEL FOR DEFENDANT:

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3161 Michelson Drive, Suite 800
Irvine, CA 92612

9. Can I Attend the Final Approval Hearing?

You can, but don’t have to, attend the Final Approval Hearing at 9:00 a.m. (Pacific Standard Time) on October 13, 2026, in Department 6 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, before Judge Elihu M. Berle. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys’ fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing in remotely using the Court Connect procedure at <https://www.lacourt.org/lacc/>. You may also appear in person. Check the Court’s website for the most current information on appearing in Court.

It’s possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel’s website at www.bamlawca.com under “Class Notices”

for *Hernandez v. Verizon Corp. Servs. Group, Inc.*. In addition, hearing dates are posted on the Internet via the Case Access page for the Los Angeles County Superior Court (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 24STCV20608.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Hernandez v. Verizon Corp. Servs. Group, Inc.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Hernandez v. Verizon Corp. Servs. Group, Inc.*, where these documents will be posted as they become available. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 24STCV20608. If you wish to view the Court files in person, you are encouraged to make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b). The Parties have proposed the California State Bar Greg E. Knoll Justice Gap Fund as the Cy Pres Recipient.
- **What if You Lose Your 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.