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Attorneys for Plaintiffs

FILED
ALAMEDA COUNTY
APR 21 2023
CLERK OF THE SUPERIOR COURT
By Nicole Hall

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

TIFFANY VON BARDELEBEN, individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

v.

AUTOGLASSNOW, LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive;

Defendants.

Case No.: 21CV001084

Assigned for All Purposes to:
Honorable Evelio Grillo
Department 21

CLASS ACTION

AMENDED [PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT AND SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT

[Reservation ID: 760053764820]

Hearing Date:	April 11, 2023
Hearing Time:	10:00 a.m.
Hearing Place:	Department 21
Complaint Filed:	October 25, 2021
FAC Filed:	September 16, 2022
Trial Date:	None Set

The Court, having read and considered the papers filed in support of the motion, the proposed settlement documents, the arguments of counsel, and good cause appearing therefore;

IT IS HEREBY ORDERED:

1. This Order incorporates by reference the definitions in the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement," "Settlement," or "Agreement"), and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement.

2. It appears to the Court on a preliminary basis the Settlement is fair, adequate, and reasonable. The Court recognizes the value of the monetary recovery provided to all Class Members and finds such recovery is fair, adequate, and reasonable when balanced against further litigation. It appears the Parties have conducted significant investigation, discovery, and research such that both Parties' counsel are able to reasonably evaluate their positions at this time. It further appears the Settlement, at this time, will avoid substantial additional costs by all Parties and avoid the risks and delay inherent in further prosecution. It also appears the Parties reached the Settlement as the result of intensive, serious, and non-collusive, arm's-length negotiations facilitated by an experienced and neutral mediator. Thus, on a preliminary basis, the Court finds the Settlement appears to be within the range of reasonableness of a settlement that could be given final approval by this Court. Accordingly, the Motion for Preliminary Approval of Class Action Settlement is hereby **GRANTED**.

3. The following persons are conditionally certified as "Class Members" or the "Class" for settlement purposes only: all current and former hourly-paid or non-exempt employees of Defendant Autoglassnow, LLC ("Defendant") within the State of California at any time during the period from April 15, 2017 to December 31, 2021. "Participating Class Members" means Class Member who do not submit valid and timely Requests for Exclusion from the Settlement.

4. The "Aggrieved Employees" means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from May 31, 2021 to December 31, 2021.

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5. The Class satisfies the certification requirements of a class because the Class Members are readily ascertainable, and a well-defined community of interest exists in the questions of law and fact. If the Settlement Agreement does not become final and effective, the fact the Parties were willing to stipulate to certification of the Class as part of the Settlement Agreement shall have no bearing on and shall not be admissible or used in any way in connection with the question of whether the Court should certify any claims in a non-settlement context in this case or in any other lawsuit.

6. Plaintiffs Tiffany Von Bardeleben and Crystal Campos ("Plaintiffs") is appointed as the class representatives.

7. Douglas Han and Shunt Tatavos-Gharajeh of Justice Law Corporation are appointed as Class Counsel.

8. The Parties' notice plan is constitutionally sound and hereby approved as the best notice practicable. The Court Approved Notice of Class Action and PAGA Settlement and Hearing Data for Final Court Approval ("Class Notice"), attached hereto as **Exhibit A**, is sufficient to inform Class Members of the terms of the Agreement, their rights to receive monetary payments under the Agreement, and the date and location of the Final Approval Hearing. In addition, the Class Notice fairly, plainly, accurately, and reasonably informs Class Members of: (a) nature of the action, definition of the Class, identity of Class Counsel, and material terms of the Agreement; (b) application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments; (c) formulas used to determine each Participating Class Member's Individual Class Payment and Aggrieved Employee's Individual Private Attorneys General Act of 2004 ("PAGA") Payment; (d) Class Members' right to appear through counsel if they desire; (e) how to object to or submit a Request for Exclusion from the Agreement; and (f) how to obtain additional information. The Court finds the notice requirements of California Rule of Court, rule 3.769, subdivision (f), are satisfied and that the Class Notice adequately advises Class Members of their rights. The Parties' counsel are authorized to correct any typographical errors in the Class Notice and make clarifications, to the extent they are found or needed. But such corrections must not materially alter the substance of the Class Notice and other notice documents.

9. The rights of any potential dissenters to the Settlement are adequately protected in that dissenters may exclude themselves from the Settlement and, by extension, the Released Class Claims.

10. The Court finds the notice of settlement Plaintiffs provided to the California Labor and Workforce Development Agency satisfies the notice requirements of Labor Code section 2698, *et seq.* (PAGA).

11. The Court preliminarily approves the settlement of claims under PAGA according to the terms and conditions in the Settlement Agreement.

12. To the extent permitted by law, pending a determination as to whether the Agreement should be approved, Class Members, whether directly, representatively, or in any other capacity, whether or not such persons have appeared in this case, shall not institute or prosecute any of the Released Class Claims against the Released Parties.

13. Phoenix Class Action Settlement Administrators is appointed to act as the Administrator, pursuant to the terms set forth in the Settlement Agreement. The Administrator is ordered to carry out the settlement administration according to the terms of the Settlement Agreement and in conformity with this Order.

14. No later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. The Class Data will include each Class Member's: (a) name; (b) last-known mailing address; (c) Social Security Number; and (d) number of Class Period Workweeks and PAGA Pay Periods ("Class Data").

15. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address Database. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice.

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16. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall remail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and remail the Class Notice to the most current address obtained. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the original Response Deadline otherwise provided in the Class Notice for all Class Members whose notice is remailed.

17. The procedures and 60-day deadline ("Response Deadline") for Class Members to request exclusion from the Settlement, object to the Settlement, and challenge the Workweeks and/or Pay Periods is adopted as described in the Settlement.

18. A Request for Exclusion must include the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

19. Participating Class Members may send written objections to the Administrator by fax, email, or mail. Participating Class Members may also appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so by the Response Deadline.

20. Each Class Member may challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to them in the Class Notice by communicating with the Administrator via fax, email, or mail by the Response Deadline.

21. At the Final Approval Hearing, the Court will determine whether the Settlement Agreement should be granted final approval as fair, reasonable, and adequate. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Class Members. The Court also retains jurisdiction to consider all further applications arising out of or in connection with the Settlement Agreement.

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22. The Parties are ordered to carry out the Settlement Agreement according to the terms of the Settlement Agreement.

23. Pending further orders of this Court, all proceedings in this matter, except those contemplated in this Preliminary Approval Order and in the Settlement Agreement, are stayed.

24. The dates for future events contemplated herein and under the Settlement Agreement are set forth below:

a.	Deadline for Defendant to deliver Class Data to Administrator	Within fifteen (15) days after the Court grants Preliminary Approval of the Settlement
b.	Deadline for Administrator to mail the Class Notices to Class Members	Within fourteen (14) days after the Administrator receives the Class Data
c.	Deadline for Class Members to send Requests for Exclusion, written objections, and/or challenges to the Administrator	Within sixty (60) days after the Administrator mails Class Notice
d.	Deadline for Class Members to send Requests for Exclusion, written objections, and/or challenges to the Administrator if they receive remailed Class Notices	Within an additional fourteen (14) days beyond the original Response Deadline
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments	Within sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
f.	Final Approval Hearing	_____, at _____ a.m./p.m. in Department 21

IT IS SO ORDERED.

Dated: APR 21 2023

By: _____
Honorable Evelio Grillo
Judge of the Superior Court

EXHIBIT A

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

The Superior Court for the State of California authorized this Notice. Read it carefully! It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") brought by Tiffany Von Bardeleben and Crystal Campos ("Plaintiffs") against their former employer, Autoglassnow, LLC ("Defendant" is used herein as a placeholder), for alleged wage and hour violations (the "Action). The Action seeks payment of (1) back wages and other relief for a class of non-exempt hourly employees ("Class Members") who worked for Defendant during the Class Period (April 15, 2017 to December 31, 2021); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly non-exempt employees who worked for Defendant during the PAGA Period (May 31, 2021 to December 31, 2021) ("Aggrieved Employees"). Defendant denies the allegations, denies any failure to comply with the laws, and denies any and all liability.

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

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant's 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 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. 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 Class Members and Aggrieved Employees to release their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two options under the Settlement:

(1) **Do Nothing**. You do not 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 release your right to assert Class Period wage claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant 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 Do Not 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 release your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims, as defined below).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** _____	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** _____	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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section **7** of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You do not 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). Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by _____**	The amounts of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to 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 _____. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by: violation of Labor Code sections 510 and 1198 (unpaid overtime), violation of Labor Code sections 226.7 and 512(a) (unpaid meal period premiums), violation of Labor Code section 226.7 (unpaid rest period premiums), violation of Labor Code sections 1194 and 1197 (unpaid minimum wages), violation of Labor Code sections 201 and 202 (final wages not timely paid), violation of Labor Code section 226(a) (non-compliant wage statements), violations of Labor Code sections 2800 and 2802 (unreimbursed business expenses), and violation of Business & Professions Code section 17200, et seq.. Based on the same claims, Plaintiffs has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Justice Law Corporation ("Class Counsel.")

Defendant denies Plaintiffs' allegations, denies any failure to comply with the laws identified, and denies any and all liability.

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

The Court has made no determination whether Defendant or Plaintiffs are correct on the merits. Rather, in an effort to resolve the lawsuit and avoid the expensive and time-consuming process of litigation, Plaintiffs and Defendant hired an experienced, neutral mediator to assist them in reaching an agreement (settle the case). These efforts were successful. Plaintiffs and Defendant have prepared and signed a written settlement agreement ("Agreement") and agreed to jointly ask the Court to enter a judgment ending the lawsuit as a result of the Agreement. Both sides agree the Agreement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed settlement

as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay $400,000.00 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 Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Court's judgment becomes final. The judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed Settlement or the judgment is appealed.

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

   A. Up to $133,333.33 (one-third (1/3) of the Gross Settlement) to Class Counsel for attorneys' fees and up to $20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $10,000.00 to Plaintiff Tiffany Von Bardeleben as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Tiffany Von Bardeleben will receive other than Tiffany Von Bardeleben's Individual Class Payment and any Individual PAGA Payment.

   C. Up to $10,000.00 to Plaintiff Crystal Campos as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Crystal Campos will receive other than Crystal Campos's Individual Class Payment and any Individual PAGA Payment.

   D. Up to $10,000.00 to the Administrator for services administering the Settlement.

   E. Up to $50,000.00 for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

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

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest, etc. ("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 have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically canceled, and the monies will be deposited with the cy pres recipient Legal Aid at Work.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

   You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the settlement will be void. Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in

Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities based on the facts alleged in the Action for the Class Period or the PAGA Period, as alleged in the Action and resolved by this Settlement.

   The Participating Class Members will be bound by the following release:

   > All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, violation of Labor Code sections 510 and 1198 (unpaid overtime), violation of Labor Code sections 226.7 and 512(a) (unpaid meal period premiums), violation of Labor Code section 226.7 (unpaid rest period premiums), violation of Labor Code sections 1194 and 1197 (unpaid minimum wages), violation of Labor Code sections 201 and 202 (final wages not timely paid), violation of Labor Code section 226(a) (non-compliant wage statements), violations of Labor Code sections 2800 and 2802 (unreimbursed business expenses), violation of Business & Professions Code section 17200, et seq.. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. State of California's Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), the State of California (including the LWDA) will be legally barred from asserting PAGA claims against Defendant. Consistent with this release, no one (including any Aggrieved Employee) may assert PAGA claims as agent and proxy of the State of California against Defendant.

    The State of California will be bound by the following release:

    > Plaintiffs, as agents and proxies of the State of California, and the State of California itself (including the LWDA) are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, and ascertained in the course of the Action including, violation of Labor Code section 2698, *et seq.* (PAGA).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, an Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

   Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Tiffany Von Bardeleben, et al. v. Autoglassnow,*

LLC, Case No. 21CV001084, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website https://www.alameda.courts.ca.gov/.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** 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, *Tiffany Von Bardeleben, et al. v. Autoglassnow, LLC*, Case No. 21CV001084, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on _____ at _____ in Department 21 of the Superior Court of California, County of Alameda, located at 1221 Oak Street, Oakland, CA 94612. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

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9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs 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 Administrators' website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

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

Class Counsel:

Name of Attorney:	Douglas Han
Email Address:	info@JusticeLawCorp.com
Name of Firm:	Justice Law Corporation
Mailing Address:	751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103
Telephone:	(818) 230-7502

Settlement Administrator:

Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

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