

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

*Ana Ruiz. v. G3 Enterprises, Inc.*

Stanislaus County Superior Court Case No. CV-24-009613

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

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against G3 Enterprises, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Ana Ruiz (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly, nonexempt employees (“Class Members”) who worked for Defendant during the Class Period beginning August 11, 2023, to January 6, 2026; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, nonexempt employees who worked for Defendant during the PAGA Period beginning September 19, 2023, to January 6, 2026 (“PAGA Settlement Group Members”).

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 \$<<class\_payment>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<PAGA\_payment>>**. 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 didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked <<total workweeks>> Workweeks** during the Class Period and **you worked <<PAGA pay periods>> Pay Periods** during the PAGA Period. If you believe that you have worked more Workweeks or Pay Periods than the amounts stated, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

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

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

<p><b>You can do nothing.</b></p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).</p>
<p><b>You can opt-out of the Class Settlement but not the PAGA Settlement.</b></p> <p><b>The Opt-out Deadline is <u>April 27, 2026.</u></b></p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Settlement Group Members and the PAGA Settlement Group Members must give up their rights to pursue Released Claims (defined below).</p>
<p><b>You can object to the Settlement.</b></p> <p><b>Written objections must be submitted by <u>April 27, 2026.</u></b></p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p><b>You can participate in the <u>June 5, 2026, Final Approval Hearing.</u></b></p>	<p>The Court's Final Approval Hearing is scheduled to take place on <u>June 5, 2026.</u> You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p><b>You can challenge the calculation of your Workweeks/Pay Periods.</b></p> <p><b>Written Challenges Must be Submitted by <u>April 27, 2026.</u></b></p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many Workweeks you worked for at least one day during the Class Period and how many Pay Periods you worked for at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the second page of this Notice. If you disagree with either of these numbers, you must challenge it by <u>April 27, 2026.</u> See Section 4 of this Notice.</p>

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

The Action accuses Defendant of violating California labor laws by failing to pay all wages owed, including overtime and minimum wages, sick leave, vacation wages, wages due upon termination and reimbursable expenses, as well as failing to provide meal periods, rest breaks, accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Nazo Koulloukian of KOUL LAW FIRM, APC, and Sahag Majarian, II, and Garen Majarian of MAJARIAN LAW GROUP, APC (“Class Counsel”).

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced mediator in an effort to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a Judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant 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, Defendant does not admit any violations or concede the merit of any claims.

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 \$295,000.00 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount 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 Amount not more than 23 days after the Judgment entered by the Court 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 Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$98,323.50 (33.33% of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$7,500.00 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 Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$12,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$30,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the PAGA Settlement Group Members 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 Amount 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 Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("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 Plaintiff 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 cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than April 27, 2026, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the April 27, 2026, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against 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 and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff 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, Atticus Administration, (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail Settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and 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 for wages based on the Class Period facts as alleged in the Action and resolved by this Settlement. Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties of any and all claims that arise out of allegations that, during the Class Period, Defendant failed to (a) pay all wages due, including minimum wages and overtime wages; (b) provide meal and/or rest periods in accordance with applicable law; (c) pay premiums equivalent to one hour of the employee’s regular rate of pay for missed meal and/or rest periods; (d) properly calculate and pay paid sick leave; (e) properly calculate and pay vacation time; (f) include any kind of remuneration when calculating, and/or properly calculate, an employee’s regular rate of pay; (g) indemnify and/or reimburse employees for any business expenses; (h) comply with any provision of the Labor Code forbidding employers from requiring workers to sign employment-related contracts and documents that contained unlawful terms of employment; (i) provide drinking water to employees; (j) provide indoor heat worker protections; (k) maintain required records; (l) furnish accurate itemized wage statements; (m) pay wages timely; and (n) pay all wages due to discharged and quitting employees. These claims include but are not limited to claims brought under the California Labor Code §§ 200–204, 206–206.5, 207, 210, 216, 218–218.6, 221–223, 225.5, 226, 226.3, 226.7, 227.3, 233–234, 245–249, 256, 351, 432.5, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197–1197.2, 1198–1199, 2802, 2441, and 6720; California Code of Regulations, Title 8, §§ 3380–3385 and 3396; California Business and Professions Code §§ 17200–17208; and the Industrial Welfare Commission Wage Orders, including but not limited to sections pertaining to “Meal Periods,” “Minimum Wages,” “Hours and Days of Work,” “Records,” and “Temperature.” The Class Members understand and agree that this release includes a good-faith compromise of disputed wage claims.

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, or workers' compensation.

10. **PAGA Settlement Group Member Release.** After the Court's Judgment is final, and Defendant has paid the Gross Settlement Amount and separately paid the employer-side payroll taxes, all PAGA Settlement Group Members will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA Settlement Group Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The PAGA Settlement Group Members' Releases for Participating and Non-Participating Class Members are as follows:

In consideration of the PAGA Settlement Amount, Plaintiff Ana Ruiz—on behalf of the State of California, the LWDA, and the Aggrieved Employees—release and discharge the Released Parties of any and all claims for civil penalties that occurred during the PAGA Period that (1) were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the PAGA Period.

All Participating and Non-Participating Class Members are therefore deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for civil penalties that (1) were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the PAGA Period.

#### **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 the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$10,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Settlement Group Member.
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 second page of this Notice. You have until April 27, 2026, to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept 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' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## 5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Settlement Group Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Settlement Group Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to **personally sign your request**, identify the Action as *Ana Ruiz v. G3 Enterprises, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by April 27, 2026, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the June 5, 2026 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment 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 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 [www.RuizvG3Settlement.com](http://www.RuizvG3Settlement.com) or the Court's website <https://stanportal.stanct.org/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator**

is April 27, 2026. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Ana Ruiz v. G3 Enterprises, Inc.*, 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 don't have to, attend the Final Approval Hearing on June 5, 2026, at 8:30 a.m., in Department 21 of the Stanislaus County Superior Court, located at 801 10<sup>th</sup> St, Modesto, CA 95354. At the Hearing, the Judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [www.RuizvG3Settlement.com](http://www.RuizvG3Settlement.com) 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 Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Atticus Administration's website at [www.RuizvG3Settlement.com](http://www.RuizvG3Settlement.com), where these documents will be posted as they become available. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://stanportal.stanct.org/> and entering the Case Number for the Action, Case No. CV-24-009613.

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

### Class Counsel:

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E-Mail: [RuizvG3Settlement@atticusadmin.com](mailto:RuizvG3Settlement@atticusadmin.com)  
Settlement Website: [www.RuizvG3Settlement.com](http://www.RuizvG3Settlement.com)

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

If you lose or misplace your Settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California State Controller's Unclaimed Property Fund for instructions on how to retrieve the funds. You may search for unclaimed property online at: [https://www.sco.ca.gov/search\\_upd.html](https://www.sco.ca.gov/search_upd.html).

#### **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.