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11 persons similarly situated and similarly aggrieved employees

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION**

14 FRANK CUELLAR, individually
15 and on behalf of other persons
16 similarly situated and similarly
17 aggrieved employees,

18 Plaintiffs,

19 v.

20 FIRST TRANSIT, INC., an active
21 Ohio Corporation, and DOES 1
22 through 10,

23 Defendants.

Case No.: 8:20-cv-01075-JWH-(JDEx)

CLASS AND REPRESENTATIVE
ACTION

[Assigned to Hon. John W. Holcomb]

**SUPPLEMENTAL BRIEF IN
SUPPORT OF PLAINTIFF’S
MOTION FOR PRELIMINARY
APPROVAL; SUPPLEMENTAL
DECLARATION OF ZORIK
MOORADIAN WITH EXHIBIT**

*[Concurrently filed with [Proposed] Order
Granting Motion for Preliminary
Approval]*

Hearing Date: November 4, 2022

Hearing Time: 9:00 a.m.

Courtroom: 9D

Action Filed: January 17, 2020

Action Removed: June 15, 2020

MEMORANDUM OF POINTS AND AUTHORITIES

The Parties have met and conferred jointly and with counsel for plaintiffs in the herein identified lawsuits. The Parties have agreed to modify their settlement, pursuant to paragraph 50 of their Settlement Agreement (Dkt. #33-2, p. 45 of 61), to a carve out of FLSA claims of opt-in plaintiffs from two pending FLSA lawsuits, *Silva v. First Transit, Inc.* (N.D. Ca. Case No. 20-cv-2285) and *Pendleton v. First Transit, Inc.* (E.D. Pa. Case No. 20-cv-1985), from the definition of Released Claims at paragraph 1.aa. Supplemental Declaration of Zorik Mooradian (“ZM Supp. Decl.”), ¶¶3-5, Ex. 1.

The Parties have also agreed to expressly exclude “First Student, Inc.” from the definition of “Released Parties” at paragraph 1.cc. *Id.*

The Class Notice is also being modified to reflect the above changes. *Id.* A revised [Proposed] Order, modifying the one previously filed (Dkt. #33-5) to reflect this supplemental filing, is also being submitted.

DATED: NOV. 2, 2022

MOORADIAN LAW, APC

By: /s/Haik Hacopian
Zorik Mooradian,
Haik Hacopian,
Attorneys for Plaintiff, individually and
on behalf of other persons similarly
situated and similarly aggrieved
employees

1 **SUPPLEMENTAL DECLARATION OF ZORIK MOORADIAN**

2 I, Zorik Mooradian, declare as follows:

3 1. I am an attorney at law duly licensed to practice law in the state of
4 California. I am the principal of Mooradian Law, APC and, along with Haik
5 Hacopian, am counsel for Plaintiff Frank Cuellar and am seeking appointment
6 as Class Counsel in the class action lawsuit entitled *Frank Cuellar v. First*
7 *Transit, Inc.*, and bearing Case No. 8:20-cv-01075-JWN-(JDEx) of the United
8 States District Court, Central District of California. This Supplemental
9 Declaration, based on my personal knowledge, is submitted in support of
10 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. If
11 called as a witness I could and would competently testify to the following facts
12 stated herein.

13 2. On September 30, 2022, my office caused to be filed Plaintiff’s
14 Motion for Preliminary Approval of Class Action Settlement (Dkt. #33), which
15 was scheduled for hearing on November 4, 2022 at 9:00 a.m. and which the
16 Court has taken under submission.

17 3. After filing of the Motion, my office and counsel for First Transit,
18 Mr. David Dow, met and conferred with Mr. David Cohen, who is plaintiffs’
19 counsel in two FLSA matters pending against First Transit, identified as *Silva*
20 *v. First Transit, Inc.* (N.D. Ca. Case No. 20-cv-2285) and *Pendleton v. First*
21 *Transit, Inc.* (E.D. Pa. Case No. 20-cv-1985). Mr. Cohen is also counsel in
22 another FLSA matter pending against First Student, Inc., which is an entity
23 related to First Transit, but whose employees were never intended to be included
24 as part of this Settlement.

25 4. Mr. Cohen represented that the definition of released parties should
26 expressly exclude First Student, Inc. to avoid any confusion as to whether the
27 instant Settlement overlaps with his FLSA matter pending against First Student,
28 Inc. Also, that as the opt-in periods for the *Silva* and *Pendleton* FLSA matters

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7 Attorneys for Defendant
 FIRST TRANSIT, INC.

9 UNITED STATES DISTRICT COURT
 10 CENTRAL DISTRICT OF CALIFORNIA

11 FRANK CUELLAR, individually and
 12 on behalf of other persons similarly
 situated,

13 Plaintiff,

14 v.

15 FIRST TRANSIT, INC., an active
 16 Ohio Corporation; and DOES 1-10,
 inclusive,

17 Defendant.

Case No. 8:20-cv-01075-JWH-(JDEx)

**AMENDMENT TO JOINT
 STIPULATION OF CLASS AND
 PAGA REPRESENTATIVE
 ACTION SETTLEMENT AND
 RELEASE**

Complaint filed: January 17, 2020

**AMENDMENT TO JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

The Joint Stipulation of Class and PAGA Representative Action Settlement and Release executed by the Parties between September 12 and 16, 2022, is hereby amended as follows. Except as specifically amended herein, the Joint Stipulation of Class and PAGA Representative Action Settlement and Release Remains in full force and effect. Unless otherwise noted, all terms used herein shall have the same meaning as in the Joint Stipulation of Class Action Settlement and PAGA Representative Action Settlement and Release.

1. Paragraph 1.aa is amended to read: “Released Claims” means any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief arising under state or federal law during the Class Period and alleged in the operative complaint, or which could have been alleged based on the facts pled in the operative complaint, including without limitation claims relating to: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to correctly pay overtime wages, (iii) the alleged failure to include bonus and other payments in the regular rate of pay, (iv) the alleged failure to provide meal and rest breaks and to pay meal and rest break premiums, including payment of such premiums at the correct rate of pay, (v) the alleged failure to provide complete and accurate wage statements, (vi) the alleged failure to provide one day of rest or the equivalent of one day’s rest in seven during each calendar month; (vii) the alleged failure to timely pay wages, including final wages to employees who quit or are terminated, (viii) the alleged failure to reimburse for business expenses, (viii) the alleged failure to maintain accurate time and payroll records, (ix) the alleged failure to pay minimum wages, (x) the alleged failure to pay for on-call time, and (xi) claims for interest and any other claims and penalties premised on the aforementioned allegations. “Released Claims” also includes all types of relief available for the above-

1 referenced claims, including any claims for damages, restitution, losses, premiums,
2 penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief,
3 declaratory relief, or liquidated damages, whether under federal law, California law or
4 any state law or common law, including, without limitation, violations of the California
5 Labor Code, the Wage Orders, applicable regulations, and any and all claims under the
6 Fair Labor Standards Act. “Released Claims” excludes the FLSA claims alleged in
7 both *Silva v. First Transit, Inc.* (N.D. Cal. Case No. 20-cv-2285) and *Pendleton v. First*
8 *Transit, Inc.* (E.D. Pa. Case No. 20-cv-1985) as to all persons who validly opt-in to
9 those cases.

10 2. Paragraph 1.cc is amended to read: “Released Parties” means First Transit,
11 Inc., FirstGroup America, Inc., First Vehicle Services, Inc., their past, present, and
12 future parents, subsidiaries, divisions, and their respective past, present, and future
13 officers, directors, employees, partners, shareholders, owners, agents, insurers, legal
14 representatives, attorneys and all of their successors (including persons or entities who
15 may acquire them in the future), assigns, representatives, heirs, executors, and
16 administrators and all other persons acting by, through, under or in concert with them
17 that could be liable. “Released Parties” excludes First Student, Inc.

18 3. The Notice of Proposed Class Action Settlement shall be amended
19 accordingly, as set forth in the attached **Exhibit A**.

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SO AGREED.

Dated: 11/1/2022 _____

PLAINTIFF FRANK CUELLAR

DocuSigned by:
Frank Cuellar
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Frank Cuellar

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DEFENDANT FIRST TRANSIT, INC.

Dated: 10.28.2022

By: *Michael Petrucci*
NAME: *Michael Petrucci*
TITLE: *Secretary*

APPROVED AS TO FORM:

Dated: November 2, 2022

/s/Zorik Mooradian
Zorik Mooradian
Mooradian Law, APC
Attorneys for Plaintiff

Dated: October 28, 2022

David Dow
David J. Dow
Littler Mendelson, P.C.
Attorneys for Defendant

EXHIBIT A

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

Cuellar v. First Transit, Inc., et al., Central District of California
Case No. 8:20-cv-01075-JLS-JDE

TO: All individuals employed by First Transit, Inc. and/or First Vehicle Services, Inc. as a non-exempt employee in the state of California at any time from January 17, 2016 to June 21, 2022 (hereinafter the “**Class**” or “**Class Member(s)**”).

*THIS NOTICE CONTAINS IMPORTANT LEGAL INFORMATION THAT MAY AFFECT YOU
YOU ARE NOT BEING SUED*

*The United States District Court for the Central District of California authorized this notice.
This is not a solicitation from a lawyer.*

- This notice contains important information about your legal rights as part of a class action settlement. Please read it fully and carefully.
- Frank Cuellar (“**Plaintiff**”) has sued First Transit, Inc. (“**Defendant**”). Plaintiff worked for First Transit, Inc. His case is pending in the United States District Court for the Central District of California (Case No. 8:20-cv-01075-JLS-JDE). Plaintiff and Defendant are referred to herein collectively as the “**Parties**.”
- Plaintiff’s allegations are brought on his own behalf and on behalf of individuals employed by First Transit, Inc. in the state of California as hourly non-exempt employees at any time from January 17, 2016 to June 21, 2022 (the “**Class Period**”).
- Plaintiff has asserted a variety of claims, described in more detail below, against Defendant that pertain to payment of wages and hours of work.
- Defendant contends that its policies and practices have complied with the law at all times.
- The Court has not decided whether Defendant did anything wrong.
- Plaintiff and Defendant also disagree as to the amounts of money or other types of relief that should be awarded to the Class in the event that Plaintiff prevails at trial.
- The Parties agree that there are significant risks on both sides of the case.
- The Parties agree that continued litigation would be expensive and would result in significant expenses in terms of attorney fees and costs, without necessarily benefitting the Class.

QUESTIONS? CALL

- To avoid the risks of litigation and to provide an immediate benefit to the Settlement Class, the Parties have agreed to settle the case (the “**Settlement**”).
- Under the Settlement, Defendant will pay a total of \$4,363,000.00, to be apportioned and paid among identified members of the Settlement Class, after deductions for Court-approved payment of settlement administration costs, penalties pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), payment of a Service Award to the Named Plaintiff, litigation costs, attorneys’ fees, and subject to withholdings for employee taxes, deductions and contributions.

| YOUR OPTIONS | |
|---------------------------|---|
| Do Nothing | You will receive a proportionate share of the Settlement if final approval is granted and will give up any right to bring any claims in the future that are part of the Settlement. |
| Opt Out of the Settlement | If you opt yourself out of the Settlement, you will not receive payment for the non-PAGA portion of the Settlement. You will still receive payment for the PAGA portion of the Settlement. You will retain the right to assert claims that are included in the Settlement, except for PAGA claims. By doing so, you will bear the risk that you may lose those claims. To opt out, you must timely write to the Settlement Administrator and follow the procedures described below. |
| Object to the Settlement | If you disagree with any aspect of the non-PAGA portion of the Settlement, you may assert your objections by timely writing to the Settlement Administrator and filing with the Court your objection according to the procedures described below. If you opt out, you may not object. If you object, you will still be bound by the Settlement, if approved by the Court. |

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will be made only if the Court grants final approval of the Settlement and after appeals (if any) are resolved. Please be patient.

BASIC INFORMATION

QUESTIONS? CALL

1. Why did I get this notice package and why should I read this Notice?

The records of Defendant indicate that you are a member of the Class. If the Court approves the Settlement and you do not opt out, you will receive a payment and your legal rights may be affected. Thus, you have a right to information about the Settlement and your legal rights. That is the intent of this notice.

2. What is this lawsuit about?

Plaintiff has asserted the following claims against Defendant on behalf of the Class: (1) failure to provide meal periods, (2) failure to provide rest periods, (3) failure to properly pay wages, (4) failure to pay for all hours of work, (5) failure to provide one day's rest in seven, (6) failure to reimburse for business expenses, (7) failure to timely pay wages at termination/separation, (8) failure to provide accurate wage statements, (9) failure to maintain payroll records, (10) unfair business practices, and (11) penalties under the PAGA, based on the foregoing claims. These claims are referred to herein as the "**Claims.**"

Defendant denies that the Claims are valid, denies that the Court should permit Plaintiff to bring the Claims on behalf of the Class, and contends that it complied with the law at all times.

3. What is a class action?

In a class action, one or more people called the Named Plaintiff sue on behalf of people who they allege have similar claims.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant on the Claims being settled. Plaintiff thinks he could win a significant amount of wages, penalties, and interest on behalf of the Class if he was to obtain class certification and win at trial. On the other hand, Defendant denies all liability and believes that Plaintiff would not have won anything in the case. Both sides have agreed to the Settlement for the claims discussed below. That way, the risks and costs of trial, for both sides, are eliminated, and the Class can be provided with an immediate benefit. Plaintiff, Defendant, and their attorneys all believe that this Settlement is best for the Class and the Parties.

The Court has given its preliminary approval to this settlement as fair and reasonable to the Class and has appointed Plaintiff to act as the Class Representative, and for his attorneys to act as attorneys for the Class with regard to the Settlement (the "Class Counsel"). The Court has determined that these are adequate representatives for the Class.

5. How do I know if I am part of the settlement?

Everyone who fits this description is a Class Member:

All individuals employed by First Transit, Inc. and/or First Vehicle Services, Inc. as hourly non-exempt employees in the state of California at any time from January 17, 2016 to June 21, 2022.

6. Are there exceptions to being included?

Yes. If you are a Class Member, you may opt out as stated in Section 13 below. If you do not opt out, you are a Class Member who will receive part of the Settlement if approved.

7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can call the Settlement Administrator at [Number] or write to the Settlement Administrator at [address]. This is the Settlement Administrator's mailing address for all written communications described herein. You also may contact Class Counsel identified below for more information.

8. How much money is the Settlement for and how is it allocated?

Defendant has agreed to pay a total of \$4,363,000.00 to settle all Claims in this lawsuit. Class Members will be paid out of the Net Settlement Amount, which is the \$4,363,000.00 total settlement amount minus the following payments: (1) fees to the Settlement Administrator (estimated at \$70,000) for the costs of administrating the Settlement; (2) the costs of litigation as approved by the Court in an amount not to exceed \$50,000.00; (3) PAGA penalties of \$250,000.00, including a payment to the California Labor and Workforce Development Agency (LWDA) for its share of PAGA penalties; (4) a service award to Plaintiff not to exceed \$10,000 for serving as the Class Representative and assisting in prosecuting the case; and (5) attorneys' fees up to the amount approved by the Court, not to exceed 30% (\$1,308,900.00) of the total settlement amount.

The Net Settlement Amount will be allocated to Class Members based on their number of Workweeks worked during the Class Period, plus an additional credit to those Class Members whose employment ended during the period from January 17, 2017 through June 21, 2022 of one additional Workweek for each Workweek worked, up to a maximum credit of six (6) additional Workweeks, to compensate for their claim for waiting time penalties under the California Labor Code. Any portion of the fees for settlement administration, litigation costs, attorneys' fees, service award and/or PAGA penalties not approved by the Court shall be added to the Net Settlement Amount for distribution to Class Members who do not opt out of the Settlement ("Participating Class Members").

Of the PAGA penalties, \$62,500.00 will be paid to PAGA Members, defined as Class Members who worked any time for Defendant in California between January 17, 2019 and June 21, 2022 (the "PAGA Period"). That amount will be distributed pro rata based on pay periods attributable to each PAGA Member.

9. How much will my payment be and what is the information used to calculate my share?

Based on Defendant's records, your Workweeks worked, including any applicable enhancement, are as follows:

Class Period: [redacted] workweeks

PAGA Period: [redacted] workweeks

Based upon the calculations described above, it is currently estimated that your share of the Net Settlement Amount and PAGA penalties will be:

Non-PAGA Claims: \$ [redacted] PAGA Penalties: \$ [redacted]

Your total Individual Settlement Payment is estimated to be \$ [redacted]. This amount could change, depending on how many Class Members opt-out of the Settlement and/or rulings of the Court.

Of your Individual Settlement Payment 65% will be reported as "1099" miscellaneous income by the Settlement Administrator to federal and state tax authorities. 35% will be reported as "W-2" income subject to withholdings, deductions and contributions in relation to wage payments. The withholding rate for the W-2 income may not be the same as you have used but is a customary one used in class action settlements. For Class Members who opt-out of the non-PAGA portion of the Settlement, the entirety of the Individual Settlement Payments shall be allocated to penalties for which an IRS 1099 Form shall be issued. You are responsible for all employee tax liability in relation to payments to you under the Settlement. This Notice is not tax advice. Do not ask Class Counsel, or Defendant or its counsel for tax advice, as they will not provide it. They are not responsible for the tax advice. You should consult your own tax advisor.

If you disagree with the Workweek calculations above, you must notify the Settlement Administrator by writing to them at the address in paragraph 7. You must sign your notification, and include your full name, address, telephone number, last four digits of your social security number, the reason(s) that you dispute the information, and all supporting documentation. Your notification must be postmarked no later than [60 days from mailing]. The Settlement Administrator will make a final decision.

10. How can I get a payment?

You do not need to do anything to receive a settlement payment from the Net Settlement Amount and for PAGA penalties. However, it is important that you immediately notify the Settlement Administrator if your mailing address is different from the address to which this Notice was sent.

11. When will I receive a payment?

Payments will be distributed pursuant to a schedule established by the Settlement and by the Court. Presently, the expected date of payment is estimated to be [redacted]. This could change

QUESTIONS? CALL [redacted]

depending on factors influencing the Settlement Administrator's tasks, any objections to the Settlement, any appeals, and/or actions by the Court.

12. What am I giving up to get a payment?

As of the Effective Date of the Settlement, each member of the Class (except those who properly opt out) on behalf of each of them and each of their heirs, executors, administrators, and assigns, do hereby and forever release First Transit, Inc., FirstGroup America, Inc., First Vehicle Services, Inc., their past, present, and future parents, subsidiaries, divisions, except for First Student, Inc., and their respective past, present, and future officers, directors, employees, partners, shareholders, owners, agents, insurers, legal representatives, attorneys and all of their successors (including persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all other persons acting by, through, under or in concert with them that could be liable (the "Released Parties") from any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief arising under California law during the Class Period and alleged in the operative complaint, or which could have been alleged based on the facts pled in the operative complaint, including without limitation claims relating to: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to correctly pay overtime wages, (iii) the alleged failure to include bonus and other payments in the regular rate of pay, (iv) the alleged failure to provide meal and rest breaks and to pay meal and rest break premiums, including payment of such premiums at the correct rate of pay, (v) the alleged failure to provide complete and accurate wage statements, (vi) the alleged failure to provide one day of rest or the equivalent of one day's rest in seven during each calendar month; (vii) the alleged failure to timely pay wages, including final wages to employees who quit or are terminated, (viii) the alleged failure to reimburse for business expenses, (viii) the alleged failure to maintain accurate time and payroll records, (ix) the alleged failure to pay minimum wages, (x) the alleged failure to pay for on-call time, and (xi) claims for interest and any other claims and penalties premised on the aforementioned allegations. This release of claims includes all types of relief available for the above-referenced claims, including any claims for damages, restitution, losses, premiums, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages, whether under federal law, California law or any state law or common law, including, without limitation, violations of the California Labor Code, the Wage Orders, applicable regulations, and any and all claims under the Fair Labor Standards Act ("FLSA"). Excluded from this release are FLSA claims alleged in *Silva v. First Transit, Inc.* (N.D. Ca. Case No. 20-cv-2285) and *Pendleton v. First Transit, Inc.* (E.D. Pa. Case No. 20-cv-1985) as to persons who validly opt into those cases.

Class Members who sign, deposit and/or cash their settlement checks shall be deemed to have opted-in to the settlement for purposes of the release of FLSA claims.

PAGA Members further release the Released Parties from any and all PAGA claims arising during the PAGA Period and alleged in the operative complaint and/or Plaintiff's letters to the LWDA, or which could have been alleged based on the facts pled in the operative complaint and/or alleged in Plaintiff's letters to the LWDA, including without limitation PAGA claims relating to: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to correctly pay overtime wages,

(iii) the alleged failure to include bonus and other payments in the regular rate of pay, (iv) the alleged failure to provide meal and rest breaks and to pay meal and rest break premiums, including payment of such premiums at the correct rate of pay, (v) the alleged failure to provide complete and accurate wage statements, and (vi) the alleged failure to provide one day of rest or the equivalent of one day's rest in seven during each calendar month, (vii) the alleged failure to timely pay wages, including final wages to employees who quit or are terminated, (viii) the alleged failure to reimburse for business expenses, (ix) the alleged failure to maintain accurate time and payroll records, (x) the alleged failure to pay minimum wages, (xi) failure to pay for on-call time, and (xii) any other PAGA claims premised on the aforementioned allegations.

13. How do I opt out of the settlement?

To exclude yourself from the Settlement, you must send a signed letter by mail to the Class Administrator stating words to the effect: "I wish to be excluded from the Class." You must also include your name, mailing address, telephone number, and the last four digits of your social security number. Your exclusion request must be postmarked no later than [60 days from mailing] and sent to the Settlement Administrator at the address in paragraph ___.

If you exclude yourself, you will not receive any money from the Net Settlement Amount for the non-PAGA portion of the Settlement. You cannot object to the Settlement, and you will not be legally bound by the non-PAGA portion of the Settlement. Class Members do not have the right to opt-out from the PAGA portion of the Settlement. If you ask to be excluded for the Settlement, and you are a PAGA Member, you will continue to receive your PAGA portion of the Settlement and be bound by the released of PAGA claims described above.

14. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit or the same non-PAGA state law claims that are being settled against Defendant, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit if it involves the same non-PAGA claims.

15. If I exclude myself, can I get money from this settlement?

If you exclude yourself, you will not receive any money from the Net Settlement Amount, you cannot object to the Settlement, and you will not be legally bound by the Settlement if approved. Class Members shall not have the right to opt-out from the PAGA portion of the Settlement. If you ask to be excluded for the Settlement, and you are a PAGA Member, you will continue to receive your portion of the PAGA penalties.

16. Who is my lawyer if I am included in the Class?

The Court has appointed as Class Counsel the following attorneys: Zorik Mooradian and Haik Hacopian of Mooradian Law, APC, 24007 Ventura Blvd., Suite 210, Calabasas, CA, 91302, (818) 487-1998, zorik@mooradianlaw.com, haik@mooradianlaw.com. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. If you have questions about this Settlement, you may contact Class Counsel.

17. How do I object to the Settlement going forward?

If you do not like the Settlement, you may file an objection and provide reasons why the Court should not approve the Settlement. You can't ask the Court to order a different settlement because the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

To object to the non-PAGA portion of the Settlement, a Class Member must postmark a valid Notice of Objection to the Settlement Administrator on or before the **Response Deadline**. Any objection to the proposed settlement must be in writing and signed. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers should include: (i) the objector's full name, signature, address, and telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon which the objection is based; and (iv) a statement whether the objector intends to appear at the Final Approval Hearing.

The Parties will file all Notices of Objection with the Court in advance of the Final Approval Hearing.

Any Class Member who does not object in the manner described above shall be deemed to have waived any objections, and shall be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees and costs, the service payment to the Class Representative, and any and all other aspects of the Settlement. Likewise, even if you file an objection, you will be bound by the terms of the Settlement, including applicable releases as set forth above, unless the Settlement is not finally approved by the Court.

18. What Is the difference between objecting and opting out?

Objecting is simply saying that you do not like something about the non-PAGA portion of the Settlement and do not want it approved. Opting out is saying that you do not want to be part of the Class and do not want to participate in the Settlement. If you opt out, you have no basis to object because the case no longer affects you.

19. When and where will the Court decide whether to approve the settlement

The Court will hold a Final Approval Hearing at _____ on _____, [insert court information]. At this hearing, the Court will make a final decision as to whether the Settlement is fair, reasonable, and adequate. If you or other Class Members object to the Settlement, the Court will consider the objections. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to grant final approval to the Settlement.

The Final Approval Hearing may be continued without further notice to Class Members. You are advised to check the settlement website at [INSERT LINK TO WEBSITE PROVIDED BY ADMINISTRATOR] or the Court's Public Access to Court Electronic Records (PACER) website at <https://pacer.uscourts.gov/file-case/court-cmecf-lookup/court/CACDC> site to confirm that the date has not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer questions the Judge may have. You are welcome to come at your own expense. If you properly submit an objection, you don't have to come to Court to talk about it. As long as you properly submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. You cannot appear and speak at the hearing if you opt out.

22. What happens if I do nothing at all?

If you do nothing, or fail to act timely, you will receive your share of the Net Settlement Amount and PAGA penalties, but you will be barred from pursuing the released claims described in paragraph 12.

23. No retaliation from Defendant if you are included in Class or opt out to be excluded from Class

California law makes it unlawful to retaliate against an employee for participating in a lawsuit like this one.

24. Are there more details about the settlement?

This Notice is intended as a summary and does not fully describe this action, the claims, the defenses, or the proposed Settlement, which is subject to the terms and conditions of the Settlement Agreement filed with the Court and as preliminarily approved by the Court. For further information, you may call or contact the Settlement Administrator (see paragraph 7 for contact information) or Class Counsel (see paragraph 15 for contact information).

QUESTIONS? CALL _____

The Settlement Administrator also maintains a website at which some important documents in this case are available. **The link to the website is [insert].**

You may also obtain more information by accessing the Court docket in this case through the Public Access to Court Electronic Records (PACER) website <https://pacer.uscourts.gov/file-case/court-cmecf-lookup/court/CACDC> or by visiting the office of the Clerk of the United States District Court, located on the 1st Floor of the United States District Court, Central District of California, Ronald Reagan Federal Building & U.S. Courthouse located at 411 West 4th Street, Santa Ana, CA 92701 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE OR DEFENDANT OR THEIR COUNSEL WITH INQUIRIES.

Date: _____

This Notice has been approved by the Judge of the United States District Court for the Central District of California responsible for overseeing and deciding this case.