

Electronically Received 06/26/2023 10:26 AM

1 Edwin Aiwazian (SBN 232943)
edwin@calljustice.com
2 Arby Aiwazian (SBN 269827)
arby@calljustice.com
3 Joanna Ghosh (SBN 272479)
joanna@calljustice.com
4 Yasmin Hosseini (SBN 301592)
yasmin@calljustice.com
5 **LAWYERS for JUSTICE, PC**
6 410 West Arden Avenue, Suite 203
7 Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

8 S. Emi Minne (SBN 253179)
emi@parkerminne.com
9 Jill J. Parker (SBN 274230)
jill@parkerminne.com
10 **PARKER & MINNE, LLP**
11 700 South Flower Street, Suite 1000
12 Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

13 Attorneys for Plaintiff
14 ARTURO GONZALEZ

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES**

17 ARTURO GONZALEZ, individually, and on
18 behalf of other members of the general public
19 similarly situated,

20 Plaintiff,

21 vs.

22 HUNT ENTERPRISES, INC., a California
corporation; and DOES 1 through 100, inclusive,

23 Defendants.
24
25

FILED
Superior Court of California
County of Los Angeles

06/28/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

Case No.: 22STCV15057

*Assigned for all purposes to the Honorable
Lawrence P. Riff, Dept. 7*

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: June 26, 2023
Time: 9:00 a.m.
Dept.: 7

Complaint Filed: May 5, 2022
Trial Date: Not Set

[PROPOSED] ORDER

1
2 Plaintiff Arturo Gonzalez’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and
3 PAGA Settlement (“Motion”) came regularly for hearing before this Court on June 26, 2023. The
4 Court, having considered Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
5 Settlement, memorandum of points and authorities in support thereof, and supporting declarations
6 filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

7 1. The Court GRANTS preliminary approval of the Amended Class Action and PAGA
8 Settlement Agreement as Exhibit 1 to the Supplemental Declaration of S. Emi Minne in Support of
9 Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Agreement”).
10 The Court finds that the Agreement to be within the range of reasonableness of a settlement that
11 ultimately could be granted approval by the Court at a final fairness hearing. All capitalized terms
12 used herein shall have the same meaning as defined in the Agreement.

13 2. It appears to the Court on a preliminary basis that the Agreement is fair, adequate and
14 reasonable. It appears to the Court that adequate investigation and research have been conducted such
15 that counsel for the parties at this time are able to reasonably evaluate their respective positions. It
16 further appears to the Court that the Agreement, at this time, will avoid substantial additional costs by
17 all parties, as well as avoid the delay and risks that would be presented by the further prosecution of
18 the case. It further appears that the Agreement has been reached as the result of intensive, serious and
19 non-collusive, arms-length negotiations, and was entered into in good faith.

20 3. The Court preliminarily finds that the Agreement, including the allocations for the
21 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
22 Service Payment, Administration Expenses Payment, PAGA Penalties, and payments to the Class
23 Members and Aggrieved Employees provided thereby, appear to be within the range of reasonableness
24 of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has
25 reviewed the monetary recovery that is being granted as part of the Agreement and preliminarily finds
26 that the monetary settlement awards made available to the Class Members and Aggrieved Employees
27 are fair, adequate, and reasonable when balanced against the probable outcome of further litigation
28 relating to certification, liability, and damages issues.

4. The Court concludes that, for settlement purposes only, the proposed Class meets the
requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)

1 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
2 (b) common questions of law and fact predominate, and there is a well-defined community of interest
3 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
4 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
5 protect the interests of the members of the Class; (e) a class action is superior to other available
6 methods for the efficient adjudication of the controversy; and (f) Class Counsel are qualified to act as
7 counsel for Plaintiff in his individual capacity and as the representative of the Class.

8 5. The Court conditionally certifies, for settlement purposes only, the Class, defined as
9 follows:

10 All persons employed by Defendant Hunt Enterprises, Inc. in California and classified
11 as hourly-paid and/or non-exempt employees who worked for Defendant Hunt
12 Enterprises, Inc. at any time during the period starting on May 5, 2018, and ending on
13 May 5, 2023.

14 6. For purposes of settlement only, the Court designates Plaintiff Arturo Gonzalez as the
15 Class Representative.

16 7. For purposes of settlement only, the Court designates S. Emi Minne and Jill J. Parker
17 of Parker & Minne, LLP and Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers for
18 Justice, PC as Class Counsel.

19 8. The Court designates Phoenix Settlement Administrators as the third-party Settlement
20 Administrator.

21 9. The Parties are ordered to implement the Agreement according to the terms of the
22 Agreement.

23 10. Within thirty (30) calendar days of the date of this Order, Defendant shall provide the
24 Administrator with the Class Data consisting of the following information for each Class Member:
25 full name, last known address, last known telephone number, social security number, number of Class
26 Period Workweeks, and, number of PAGA Pay periods.

27 11. The Court approves, as to form and content, the Notice of Class Action Settlement
28 ("Class Notice") attached as Exhibit A to the Agreement and this Order.

12. The Court finds that the form of notice to the Class regarding the pendency of the action
and of the Agreement, the dates selected for mailing and distribution, and the methods of giving notice
to members of the Class, satisfy the requirements of due process, constitute the best notice practicable

1 under the circumstances, and constitute valid, due, and sufficient notice to all members of the Class.
2 The form and method of giving notice complies fully with the requirements of California Code of
3 Civil Procedure § 382, California Civil Code § 1781, California Rules of Court §§ 3.766 and 3.769,
4 the California and United States Constitutions, and other applicable law.

5 13. The Court further approves the procedures for Class Members to opt-out of or object
6 to the Agreement, as set forth in the Class Notice and the Agreement. The procedures and requirements
7 for filing objections in connection with the final fairness hearing are intended to ensure the efficient
8 administration of justice and the orderly presentation of any Class Member's objection to the
9 Agreement, in accordance with the due process rights of all Class Members.

10 14. The Court directs the Administrator to mail the Class Notice to the members of the
11 Class no later than fourteen (14) calendar days after receiving the Class Data from Defendant, in
12 accordance with the terms of the Agreement.

13 15. The Class Notice shall provide sixty (60) calendar days' notice for Class Members to
14 submit disputes, opt-out of, or object to the Agreement. Class Members whose Class Notices are re-
15 mailed shall have an additional fourteen (14) calendar days to submit disputes, opt-out of, or object to
16 the Agreement.

17 16. The hearing on Plaintiff's Motion for Final Approval is scheduled in Department 7 of
18 this Court, located at 312 North Spring Street, Los Angeles, California 90012, on October 31, 2023,
19 at 10:00 a.m.

20 17. At the Final Approval hearing, the Court will consider: (a) whether the Agreement
21 should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment
22 granting final approval of the Agreement should be entered; and (c) whether Plaintiff's application for
23 a class representative service payment, settlement administration costs, and Class Counsel's attorneys'
24 fees and costs, should be granted.

25 18. Counsel for the parties shall file memoranda, declarations, or other statements and
26 materials in support of their request for final approval of Plaintiff's application for a service payment,
27 settlement administration costs, and Class Counsel's attorneys' fees and costs, prior to the hearing on
28 Plaintiff's Motion for Final Approval of Settlement according to the time limits set by the Code of
Civil Procedure and the California Rules of Court.

19. The Court order the following implementation schedule:

Event	Date
Defendant to provide Class Data to the Administrator no later than:	July 26, 2023
Administrator to mail the Class Notice to the Class no later than:	August 9, 2023
Deadline for Class Members to submit disputes, request exclusion from, or object to the Agreement:	October 9, 2023
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	October 9, 2023
Hearing on Motion for Final Approval of Settlement	October 31, 2023 at 10:00 a.m., Dept. 7.

20. Pending the Final Fairness hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Agreement and this Order, are stayed.

21. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Agreement which are not materially inconsistent with either this Order or the terms of the Agreement.

IT IS SO ORDERED.



DATED: 06/28/2023

By: Lawrence P. Riff / Judge
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

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

Arturo Gonzalez v. Hunt Enterprises, Inc.
Los Angeles County Superior Court Case No. 22STCV15057

***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 Hunt Enterprises, Inc. (“HUNT”) for alleged wage and hour violations. The Action was filed by a former HUNT employee, Arturo Gonzalez (“Plaintiff”), and seeks payment of: (1) unpaid wages, statutory penalties, and interest for a class of hourly and/or non-exempt employees (“Class Members”) who worked for HUNT during the Class Period (May 18, 2018 to May 5, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly and/or non-exempt employee who worked for HUNT during the PAGA Period (May 5, 2021 to May 5, 2023) (“Aggrieved Employees”).

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

Based on HUNT’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 HUNT’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 HUNT’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks 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 do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires HUNT to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against HUNT.

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

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement

and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against HUNT.

- (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 HUNT, 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.

HUNT 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

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against HUNT that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is _____</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. HUNT must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by _____</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>You Can Participate in the _____ Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on _____. 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>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by</p>	<p>The amount 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 HUNT’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.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former HUNT employee. The Action accuses HUNT of violating California labor laws by failing to pay overtime wages, failing to pay minimum wages, failing to provide compliant meal and rest periods, failing to pay wages due during employment and upon termination, failing to provide accurate itemized wage statements, failing to maintain required payroll records, and failing to reimburse employees for business-related expenses. 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 the following attorneys in the Action: Parker & Minne, LLP and Lawyers for Justice, PC (together, “Class Counsel.”)

HUNT 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 HUNT or Plaintiff is correct on the merits. In the meantime, Plaintiff and HUNT hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an 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 HUNT 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, HUNT does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) HUNT 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. HUNT Will Pay \$775,764.00 as the Gross Settlement Amount (Gross Settlement). HUNT 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, HUNT will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court become 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, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$271,517.40 (35% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$30,000.00 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 Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$15,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment 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. Plaintiff and HUNT are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages (“Wage Portion”) and 85% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. HUNT 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 HUNT 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 is sent to the Controller’s Unclaimed Property, 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 _____, 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 HUNT.

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 HUNT 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and HUNT have agreed that, in either case, the Settlement will be void: HUNT will not pay any money and Class Members will not release any claims against HUNT.
8. Administrator. The Court has appointed a neutral company, Phoenix 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 HUNT 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 HUNT or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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 Released Parties from all claims rights, demands, liabilities, and causes of action alleged in the Action or that could have been alleged based on the facts alleged in the Action arising during the Class Period, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for unpaid overtime, failure to provide rest periods and associated premium wages, failure to provide meal periods and associated premium wages, unpaid minimum wages, failure to timely pay final wages, failure to timely pay wages during employment, failure to keep requisite payroll records, and failure to reimburse business expenses, including violations under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 501, 512, 1174, 1194, 1197, 1197.1, 2800 and 2802, and derivative claims for unfair or unlawful business practices under California Business & Professions Code section 17200, et seq. Except as set forth in Section 5.4 of the 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. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and HUNT has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against HUNT, whether

or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, 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 HUNT or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating Class Members who are Aggrieved Employees and all Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, rights, demands, liabilities and causes of actions for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et seq. arising during the PAGA Period, based on the facts and legal theories contained the PAGA Notice, including claims for civil penalties based on unpaid overtime, failure to provide rest periods and associate premium wages, failure to provide meal periods and associated premium wages, unpaid minimum wages, failure to timely pay final wages, failure to timely pay wages during employment, failure to keep requisite payroll records, and failure to reimburse business expenses, including violations under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 501, 512, 1174, 1194, 1197, 1197.1, 2800 and 2802 and the Industrial Welfare Commission Orders

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 HUNT'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 HUNT's calculation of Workweeks and/or Pay Periods based on HUNT'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 HUNT's 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 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, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this 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 *Gonzalez v. Hunt Enterprises*, 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 Plaintiff and HUNT are asking the Court to approve. At least 16 court days before the _____ 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 Award 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 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 (<https://www.cptgroup.com/case-list>) or the Court's website (<https://www.lacourt.org/documentimages/pacommerce/login.aspx?appId=IMG&casetype=CIV>).

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 Plaintiff 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 (“*Gonzalez v. Hunt Enterprises*”) and include your name, current address, telephone number, and approximate dates of employment for HUNT, 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 _____ at (time) in Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. 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, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court’s website for the most current information.

It’s 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.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything HUNT 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 the Administrator’s website at _____ (url). 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 <http://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Action, Case No. 22STCV15057. You can also make an appointment to personally review court documents in the Clerk’s Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

PARKER & MINNE, LLP
S. Emi Minne

LAWYERS FOR JUSTICE, PC
Edwin Aiwazian

Jill J. Parker
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
410 West Arden Avenue, Suite 203
Glendale, California 91023
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Settlement Administrator:

Phoenix Settlement Administrators

[Insert email address]

[Insert Mailing Address]

[Insert telephone number]

[Insert 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 should consult the Unclaimed Property Fund (https://sco.ca.gov/upd_msg.html) for instructions on how to retrieve the funds.

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.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT
TO THE CLERK OF THE COURT OR THE JUDGE**