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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

13 CINDY VELASQUEZ, individually, and on
14 behalf of other members of the general public
15 similarly situated; PAULINA CAMPOS,
16 individually, and on behalf of other members
17 of the general public similarly situated, and
18 on behalf of other aggrieved employees
19 pursuant to the California Private Attorneys
20 General Act;

21 Plaintiffs,

22 v.

23 AMADA ENTERPRISES, INC., a California
24 corporation; VIEW HEIGHTS
25 COVALESCENT HOSPITAL, INC., an
26 unknown business entity; and DOES 1
27 through 100, inclusive,
28 Defendants.

FILED
Superior Court of California
County of Los Angeles
08/07/2023

David W. Slayton, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

Case No.: 20STCV07994 (Lead Case)
20CMCV00227
HONORABLE STUART M. RICE
Department 1

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 20, 2023
Time: 10:30 a.m.
Department: 1

Complaint Filed: February 28, 2020
FAC Filed: February 2, 2021
Trial Date: None Set

1 This matter has come before the Honorable Stuart M. Rice in Department 1 of the Superior
2 Court of the State of California, for the County of Los Angeles, on July 20, 2023 at 10:30 a.m. for
3 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice, PC
4 and Protection Law Group, LLP appear as counsel for Plaintiffs Paulina Campos and Cindy
5 Velasquez (together, “Plaintiffs”), individually and on behalf of all others similarly situated and
6 other aggrieved employees and Gordon Rees Scully Mansukhani, LLP appears as counsel for
7 Defendant Amada Enterprises, Inc. (“Defendant”).

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs’ Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as
14 **“EXHIBIT 1”** to the Declaration of Yasmin Hosseini in Support of Plaintiffs’ Motion for
15 Preliminary Approval of Class Action Settlement. This is based on the Court’s determination that
16 the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the cases. It further appears that the Settlement has been reached as the result
26 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys’ Fees and Costs, Enhancement Awards, PAGA Penalty Amount, Settlement
3 Administration Costs, and payments to the Settlement Class Members provided thereby, appear to
4 be within the range of reasonableness of a settlement that could ultimately be given final approval
5 by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of
6 the Settlement and preliminarily finds that the monetary settlement awards made available to the
7 Class Members are fair, adequate, and reasonable when balanced against the probable outcome of
8 further litigation relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) Plaintiffs’ claims are typical of the claims of the members of the Class; (d) Plaintiffs
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
17 Counsel are qualified to act as counsel for Plaintiffs in their individual capacities and as the
18 representatives of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former hourly-paid or non-exempt employees of Defendant in
22 California employed during the time period from February 28, 2016 through
November 10, 2020.

23 7. The Court provisionally appoints Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh,
24 and Yasmin Hosseini of Lawyers *for* Justice, PC and Heather Davis and Luke Clapp of Protection
25 Law Group, LLP as counsel for the Class (together, “Class Counsel”).

26 8. The Court provisionally appoints Plaintiffs Cindy Velasquez and Paulina Campos
27 as the representatives of the Class (together, “Class Representatives”).

28 9. The Court provisionally appoints Phoenix Class Action Administration Solutions

1 (“Phoenix”) to handle the administration of the Settlement (“Settlement Administrator”).

2 10. Within twenty-one (21) calendar days of the date on which the Court enters this
3 Order, Defendant will provide the Settlement Administrator with the following information about
4 each Class Member: last known full name, last known mailing address, Social Security Number,
5 Qualified Workweeks, and/or Qualified PAGA Workweeks (collectively, “Class Data and List”) in
6 conformity with the Settlement Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action
8 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
9 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
10 Class Notice appears to fully and accurately inform the Class Members of all material elements of
11 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting an
12 opt out request, of Class Members’ right to dispute the Qualified Workweeks and/or Qualified
13 PAGA Workweeks credited to each of them, and of each Settlement Class Member’s right and
14 opportunity to object to the Class Settlement. The Court further finds that distribution of the Class
15 Notice substantially in the manner and form set forth in the Settlement Agreement and this Order,
16 and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements
17 of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
18 further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all
19 Class Members within fourteen (14) calendar days of receipt of the Class Data and List, pursuant to
20 the terms set forth in the Settlement Agreement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
23 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in
24 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
25 postmarked no later than the date which is forty-five (45) calendar days from the initial mailing of
26 the Class Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class
27 Notice, the Response Deadline will be the later of either fifteen (15) calendar days from the date of
28 the re-mailing or the original forty-five (45) calendar day deadline. Any such person who timely

1 and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to
2 any recovery under the Class Settlement and will not be bound by the Settlement or have any right
3 to object, appeal, or comment thereon. Class Members who have not submitted a timely and valid
4 request to be excluded from the Class Settlement (i.e., Settlement Class Member) shall be bound by
5 the Settlement Agreement and any final judgment based thereon.

6 13. A Final Approval Hearing shall be held before this Court on
7 Øà!` æ` ÁÍ ĚĖĖĖ at FĖKĖÁ a.m./~~p.m.~~ in
8 Department 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los
9 Angeles, California 90012, to determine all necessary matters concerning the Settlement, including:
10 whether the proposed settlement of the action on the terms and conditions provided for in the
11 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a
12 judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
13 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
14 Members; and determine whether to finally approve the requests for the Attorneys' Fees and Costs,
15 Enhancement Awards, and Settlement Administration Costs.

16 14. Class Counsel shall file a motion for final approval of the Settlement and for
17 Attorneys' Fees and Costs, Enhancement Awards, and Settlement Administration Costs, along with
18 the appropriate declarations and supporting evidence, including the Settlement Administrator's
19 declaration, by Ræ` æ` ÁĖĖĖĖĖ, to be heard
20 at the Final Approval Hearing.

21 15. To object to the Class Settlement, a Settlement Class Member may submit his or her
22 objection in writing to the Settlement Administrator on or before the Response Deadline. A
23 Settlement Class Member may also appear in person to present their objection orally at the Final
24 Approval Hearing, whether or not they have submitted a Notice of Objection. The Notice of
25 Objection must be signed and must contain the information that is required, as set forth in the Class
26 Notice, including and not limited to the grounds for the objection.

27 16. The Settlement is not a concession or admission, and shall not be used against
28 Defendant as an admission or indication with respect to any claim of any fault or omission by

1 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
2 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
3 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
4 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
5 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
6 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
7 implementation, interpretation, or enforcement of the Settlement.

8 17. In the event the Settlement does not become effective in accordance with the terms
9 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
10 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
11 vacated, and the Parties shall revert back to their respective positions as of before entering into the
12 Settlement Agreement.

13 18. The Court reserves the right to adjourn or continue the date of the Final Approval
14 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
15 Members, and retains jurisdiction to consider all further applications arising out of or connected with
16 the Settlement.

17 **IT IS SO ORDERED.**



Handwritten signature of Stuart M. Rice in black ink.

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19 Dated: CE * ~ • d 1 2 0 2 1

By: Stuart M. Rice / Judge
The Honorable Stuart M. Rice
Judge of the Superior Court

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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Cindy Velasquez v. Amada Enterprises, Inc.,
Superior Court of California for the County of Los Angeles, Case No. 20STCV07994

Paulina Campos v. Amada Enterprises, Inc.,
Superior Court of California for the County of Los Angeles, Case No. 20STCV34673

Paulina Campos v. Amada Enterprises, Inc.,
Superior Court of California for the County of Los Angeles, Case No. 20CMCV00227

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced cases.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the class settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class settlement, object to the class settlement, and/or dispute the number of Qualified Workweeks and/or Qualified PAGA Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Cindy Velasquez and Paulina Campos ("Plaintiffs") and Defendant Amada Enterprises, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the consolidated cases entitled *Cindy Velasquez v. Amada Enterprises, Inc., et al.*, Los Angeles County Superior Court, Case No. 20STCV07994 ("*Velasquez Class Action*" or "*Action*"), *Paulina Campos v. Amada Enterprises, Inc.*, Los Angeles County Superior Court, Case No. 20STCV34673 (*Campos Class Action*), and *Paulina Campos v. Amada Enterprises, Inc. et al.*, Los Angeles County Superior Court, Case No. 20CMCV00227 (*Campos PAGA Action*) (together, the *Velasquez Class Action*, *Campos Class Action*, and *Campos PAGA Action* are referred to as the "*Actions*"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" means all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the Class Period.

"**Class Member**" means a member of the Class.

"**Class Period**" means the time period from February 28, 2016 through November 10, 2020.

"**Class Settlement**" means the settlement and resolution of the Actions and Released Class Claims (described in Section III.D below).

"**PAGA Members**" means all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the PAGA Period.

"**PAGA Settlement**" means the settlement and resolution of the Released PAGA Claims (described in Section III.D below).

"**PAGA Period**" means the time period from May 29, 2019, through November 10, 2020.

II. BACKGROUND OF THE ACTION

On February 28, 2020, Plaintiff Cindy Velasquez commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 20STCV07994 ("*Velasquez Complaint*"). On May 29, 2020, Plaintiff Paulina Campos provided written notice to the California Labor and Workforce Development

Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that were violated (“*Campos* LWDA Letter”). On September 11, 2020, Plaintiff Paulina Campos filed her Class Action Complaint for Damages in the Los Angeles Superior Court, Case No. 20STCV34673 (“*Campos* Complaint”). On September 15, 2020, Plaintiff Paulina Campos filed her Complaint for Enforcement Under the Private Attorneys General Act in the Los Angeles Superior Court, Case No. 20CMCV0227 (“*Campos* PAGA Complaint”). On February 2, 2021, Plaintiffs Paulina Campo and Cindy Velasquez filed a First Amended Class Action Complaint for Damages, adding Paulina Campos as a named plaintiff, and subsequently dismissing the *Campos* Class Action (“*Velasquez* First Amended Complaint”).

On October 25, 2022, the Court ordered the *Velasquez* Class Action and *Campos* PAGA Action to be consolidated, with the *Velasquez* Class Action deemed the lead case.

Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide complaint wage statements, keep requisite payroll records, and reimburse business expenses. Plaintiffs further contend that the alleged violations constitute unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and give rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

After investigation and analysis of the claims, the Parties participated in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Release (“Agreement,” “Settlement,” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Cindy Velasquez and Paulina Campos as representatives of the Class (“Class Representatives”), and the following attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Heather Davis, Esq.
Luke Clapp, Esq.
Protection Law Group, LLP
237 California St.
El Segundo, California 90245
Telephone: (844) 294-3095 / Fax: (866) 264-7880

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Qualified Workweeks and/or Qualified PAGA Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable,

and adequate, and is in the best interests of the Class Members and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount is Four Hundred Fifty Thousand Dollars (\$450,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees to Class Counsel in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$131,250.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses incurred by Class Counsel, in an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00) (“Litigation Costs”)(together with Attorneys’ Fees, “Attorneys’ Fees and Costs”); (2) Enhancement Payments in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to each of the Plaintiffs for their services in the Actions (for a total of \$15,000); (3) Settlement Administration Costs in an amount not to exceed Nine Thousand Dollars (\$9,000.00) to the Settlement Administrator; and (4) the amount of One Hundred Thousand Dollars (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalty Amount”). The PAGA Penalty Amount will be distributed 75% (\$75,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$25,000.00) will be distributed to PAGA Members (“PAGA Employee Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Qualified Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Qualified Workweeks to yield the Final Workweek Value and multiplied each Class Member’s individual Qualified Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee’s share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments will be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Payment (“Individual PAGA Payment”), based on their Qualified PAGA Workweeks during the PAGA Period. The Settlement Administrator has divided the PAGA Employee Amount by the total number of Qualified PAGA Workweeks of all PAGA Members during the PAGA Period (“PAGA Workweek Value”) and multiplied each PAGA Member’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her estimated Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From February 28, 2016, through November 10, 2020 (i.e., Class Period), you are credited as having worked [REDACTED] Qualified Workweeks.

From May 29, 2019, through November 10, 2020 (i.e., PAGA Period), you are credited as having worked [REDACTED] Qualified PAGA Workweeks.

If you wish to dispute the Qualified Workweeks/Qualified PAGA Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (1) contains the case name and number of at least one of the Actions (*Cindy Velasquez v. Amada Enterprises, Inc., et al.*, Los Angeles County Superior Court, Case No. 20STCV07994, *Paulina Campos v. Amada Enterprises, Inc.*, Los Angeles County Superior Court, Case No. 20STCV34673, and *Paulina Campos v. Amada Enterprises, Inc. et al.*, Los Angeles County Superior Court, Case No. 20CMCV0027); (2) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) states that the Class Member and/or PAGA Member disputes the number of Qualified Workweeks and/or Qualified PAGA Workweeks credited to him or her and what he or she contends is the correct number that should be credited to him or her; (4) includes information and/or attaches documentations demonstrating that the number of Qualified Workweeks and/or Qualified PAGA Workweeks that he or she contends should be credited to him or her is correct; and (5) is returned to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Qualified Workweeks and/or Qualified PAGA Workweeks credited to you during the Class Period and/or PAGA Period.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement and after the Settlement goes into effect.

D. Released Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever, released, settled, compromised, relinquished, and discharged Released Parties of any and all Released Class Claims.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs, all PAGA Members, and the State of California (with respect to employment of PAGA Members by Defendant during the PAGA Period) will be deemed to have fully, finally, and forever, released, settled, compromised, relinquished, and discharged Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means all claims under state, federal, or local law, arising out of the facts or allegations expressly pleaded in the Actions and all other claims, such as those under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; and (10) violation of California’s unfair competition law, that arose during the Class Release Period.

“Released PAGA Claims” means any and all claims for civil penalties arising from the claims for penalties that were brought or could have been brought based on the facts alleged in the LWDA Letter, arising during the PAGA Period, pursuant to California Labor Code § 2698, et seq., including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699.

“Released Parties” means Defendant, and any parent, subsidiary, affiliate, predecessor or successor, and all agents, officers, directors, insurers, and attorneys.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$157,500.00, subject to increase) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Forty-Five Thousand Dollars (\$45,000.00)(“Litigation Costs”) (together with Attorneys’ Fees, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Awards to Plaintiffs

Plaintiffs will each seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (“Enhancement Awards”), in recognition of their services in connection with the Actions. Enhancement Awards will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments (if applicable) that they are is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Dollars (\$9,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Class Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any contemplated judgment that may be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

As a Class Member and/or PAGA Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (1) contain the words “I wish to be excluded from the Settlement in *Cindy Velasquez v. Amada Enterprises, Inc.*” or similar language; (2) be signed by you; (3) state the full name, address, telephone number, signature, and the last four digits of your Social Security number; (4); contain a clear statement that you request to be excluded from the Class Settlement; and (5) be returned by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. However, consistent with applicable law, PAGA Members may not exclude themselves from the PAGA Settlement, including those pertaining to the release of Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement) if it grants final approval of the Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (1) contain the words “I object to the Settlement in Cindy Velasquez v. Amada Enterprises, Inc.” or similar language; (2) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (3) state all grounds for the objection accompanied by any legal or factual support for such objection; (4) state the full name, address, and telephone number of any legal representative representing you with respect to the objection; (5) copies of any papers, briefs, or other documents upon which the objection is based; and (f) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees Costs to Class Counsel, Enhancement Awards to Plaintiffs, and Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.lacourt.org/>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Lawsuits for a fee by visiting the civil clerk’s office, located at Stanley Mosk Courthouse, 111 N. Hill Street, California, during business hours, or online by visiting the following website: <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

Please visit the Court’s website for the most current COVID-19 guidelines and social distancing procedures for accessing court facilities: <https://www.lacourt.org/>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.