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10 on behalf of all others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 MICHELLE KUSSNER, individually and
on behalf of all others similarly situated,

14 Plaintiff,

15 vs.

16 MV PUBLIC TRANSPORTATION, INC,
a California Corporation; MV
17 TRANSPORTATION, INC., a California
Corporation; DOES 1 through 25,

18 Defendants.
19
20
21

Case No.: 21STCV12259
Assigned to Hon. Carolyn B. Kuhl
Department SSC-12

[PROPOSED] ORDER:
(1) PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT;
(2) CONDITIONALLY CERTIFYING A CLASS FOR SETTLEMENT PURPOSES ONLY;
(3) APPROVING THE NOTICE OF SETTLEMENT; AND
(4) SETTING A HEARING ON MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date: August 29, 2023
Time: 10:30 a.m.
Place: Department SSC-12

Complaint Filed: March 30, 2021

22 The Court, having considered Plaintiff Michelle Kussner's Motion for Preliminary
26 Approval of Class Action and PAGA Settlement and the papers filed in support thereof,
27 including the parties' Class Action and PAGA Settlement Agreement and Notice
28

1 (“Settlement Agreement”) executed by Plaintiff and Defendants MV Public Transportation,
2 Inc. and MV Transportation, Inc. and attached as Exhibit 1 to the Declaration of Aaron
3 Gundzik in Support of Plaintiff’s Motion for Preliminary Approval, makes the following
4 findings:

5 1. The parties to this action are Plaintiff Michelle Kussner (“Plaintiff”) and
6 Defendants MV Public Transportation, Inc. and MV Transportation, Inc. (“Defendants”).

7 2. After participating in an arms’-length mediation, Plaintiff and Defendants
8 have agreed to a proposed settlement of this action on behalf of the class that Plaintiff seeks
9 to represent. The terms of the proposed settlement are fully set forth in the Settlement
10 Agreement.

11 3. The terms of the proposed settlement include the following:

12 a. The proposed Class consists of all persons employed by Defendants
13 in California who worked for Defendants in a non-exempt position during the Class Period
14 for at least one week and performed services as drivers, or assisting drivers, including bus
15 operators, bus aides, road supervisors and dispatchers.

16 b. The proposed Class Period is from June 11, 2020, through the date of
17 preliminary approval.

18 c. The Aggrieved Employees are all persons employed by Defendants in
19 California who worked for Defendants in a non-exempt position during the PAGA Period for
20 at least one week and performed services as drivers, or assisting drivers, including bus
21 operators, bus aides, road supervisors and dispatchers.

22 d. The PAGA Period is from June 11, 2020, to the date of preliminary
23 approval.

24 e. In settlement, Defendants will pay the gross amount of \$1,350,000.
25 From the gross settlement amount, the parties propose to deduct fees for settlement
26 administration costs in the amount of \$46,250, PAGA Penalties totaling \$75,000, a Class
27 Representative Service Payment to Plaintiff of up to \$10,000, a Class Counsel Litigation
28

1 Expenses Payment not to exceed \$25,000, and a Class Counsel Fees Payment, not to exceed
2 \$450,000.

3 f. 75% of the \$75,000 in PAGA Penalties will be paid to the LWDA.
4 The other 25% will be divided among the Aggrieved Employees based on the formula
5 specified in the Settlement Agreement.

6 g. The Net Settlement Amount, which is the amount remaining after the
7 forgoing deductions, as approved by the Court, will be distributed to Participating Class
8 Members in accord with the formula specified in the Settlement Agreement.

9 4. The Parties propose that notice of this proposed settlement be sent to all Class
10 Members by regular mail and that Class Members shall have forty-five (45) days to opt out
11 of or object to the settlement.

12 5. The proposed Class Counsel are experienced and, in their view, the proposed
13 settlement is fair and reasonable.

14 6. The notice procedure set forth in the Settlement Agreement will adequately
15 notify the Class of the settlement and of their right to opt out or object.

16 7. The Settlement Agreement and Notice include a proposed release which will
17 bind those Class Members who do not opt out of the Class.

18 Based upon the foregoing, **IT IS HEREBY ORDERED THAT:**

19 8. The motion is granted. The Court preliminarily finds that the proposed
20 settlement is fair and reasonable to the proposed Class.

21 9. The class action settlement, as set forth in the Settlement Agreement, is
22 preliminarily approved pursuant to Rules of Court 3.766 and 3.769.

23 10. The proposed class is provisionally certified as an opt-out class action under
24 Section 382 of the Code of Civil Procedure solely for the purpose of the settlement of this
25 matter, with the class defined as specified above and in the Settlement Agreement.

26 11. Plaintiff Michelle Kussner is appointed as the class representative for the
27 provisionally certified class.

28

1 12. Aaron C. Gundzik, Rebecca G. Gundzik and Daniel Holzman are appointed
2 as Class Counsel for the provisionally certified class.

3 13. Phoenix Settlement Administrators is approved as the Settlement
4 Administrator.

5 14. The Class Notice in substantially the form attached hereto as Exhibit 1 is
6 approved and the Settlement Administrator is authorized to send the Class Notice to the
7 provisionally certified Class.

8 15. The Court directs the settlement administrator to mail the Class Notice to the
9 Class Members in a manner consistent with the Settlement Agreement.

10 16. The Court preliminarily approves of the Class Member and Aggrieved
11 Employee release in the Settlement Agreement.

12 17. The Court directs that all objections to the Settlement be sent to the
13 Settlement Administrator and postmarked no later than forty-five (45) calendar days after
14 the Class Notice is mailed.

15 18. The Court directs that all requests for exclusion must be sent to the
16 Settlement Administrator and postmarked no later than forty-five (45) calendar days after
17 the Class Notice is mailed or re-mailed.

18 19. A Final Approval Hearing on the question of whether the proposed class
19 settlement should be finally approved as fair, reasonable, and adequate as to the members
20 of the proposed settlement class, for approval of Class Counsel Fees Payment and Class
21 Counsel Litigation Expenses Payment, for approval of the Class Representative Service
22 Payment, for approval of the Administrative Expenses Payment and for approval of the
23 PAGA Penalties and payment of such penalties to the LWDA and Aggrieved Employees is
24 set for Re: EPI EOCG vs. FCECA in Department 12 of the above-entitled
25 Court.

26 20. The Court orders that the papers in support of the final approval of the
27 settlement and Plaintiff's award of attorneys' fees and costs shall be filed 16 court days
28 before the hearing.

21. Based on the terms of the Settlement Agreement, the following sets forth the proposed schedule of events to occur with respect to the effectuation of the settlement:

Event	Date
Deadline for Defendant to provide Class data to settlement administrator	within 20 calendar days of preliminary approval
Deadline to mail Notice of Settlement to Class Members	within ten calendar days of receipt of class data from Defendant
Deadline to challenge Workweeks, opt out of or object to settlement	within 45 days of mailing Notice of Settlement
Deadline to file motion for final approval of the settlement and award of attorneys' fees and costs	16 court days before final approval hearing
Hearing on motion for final approval of the settlement, granting of final approval, and entry of judgment	<p style="text-align: center;"> Reg. 21 GEG FEE/Ad _____, 2023 at _____ </p>

Dated: 08/29/2023



Hon. Carolyn B. Kuhl

Exhibit 1

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

Kussner v. MV Public Transportation, Inc., 21STCV12259

***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 MV Public Transportation, Inc. and MV Transportation, Inc. (collectively referred to in this Notice as “MV”) for alleged wage and hour violations. The Action was filed by a former MV employee Michelle Kussner (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt employees who performed services in California as drivers, or assisting drivers, including bus operators, bus aides, road supervisors and dispatchers (“Class Members”) who worked for MV during the Class Period June 11, 2020 to [Preliminary Approval]; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who performed services in California as drivers, or assisting drivers, including bus operators, bus aides, road supervisors and dispatchers who worked for MV during the PAGA Period June 11, 2020 to [Preliminary Approval] (“Aggrieved Employees”).

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

Based on MV’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.

The above estimates are based on MV’s records showing that **you worked _____ eligible workweeks** during the Class Period and **you worked _____ eligible pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for MV 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 MV.
- (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 MV, 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.

MV 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 MV 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 Deadlines _____</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. MV 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>
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<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>
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<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods. 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 of Class Period Workweeks and number of PAGA Pay Periods you worked according to MV’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>
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former MV employee. The Action accuses MV of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, sick leave and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Aaron Gundzik and Rebecca Gundzik of Gundzik Gundzik Heeger LLP and Dan Holzman of Caskey & Holzman (“Class Counsel.”)

MV 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 MV or Plaintiff is correct on the merits.

In the meantime, Plaintiff and MV 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 MV 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, MV 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) MV 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. MV Will Pay \$1,350,000 as the Gross Settlement Amount (Gross Settlement). MV 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, MV will fund the Gross Settlement not more than 20 calendar 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 \$450,000 (one-third of the Gross Settlement Amount to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 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 \$46,250 to the Administrator for services administering the Settlement.

- D. Up to \$75,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA 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 MV are asking the Court to approve an allocation of one-third of each Individual Class Payment to taxable wages (“Wage Portion”) and two-thirds to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. MV 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 MV 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 MV.

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 MV based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and MV have agreed that, in either case, the Settlement will be void: MV will not pay any money and Class Members will not release any claims against MV.
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 MV has paid all funds due under the Settlement, 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 MV 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 causes of action and factual or legal theories arising during the Class Period that were alleged in the Operative Complaint (or LWDA notice) or arise from facts alleged in the Operative Complaint (or LWDA notice), including all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief, including but not limited to claims for failure to provide meal periods, failure to provide rest periods, failure to pay wages earned (including at the proper regular rate), failure to pay overtime, failure to indemnify business expenses, failure to provide accurate wage statements, failure to timely pay all final wages, unfair competition, civil penalties under PAGA, Labor Code sections 201, 202, 203, 204, 510, 512, 226, 226.7, 246, 1194, 1194.2, 2802, and 2699,

Business and Professions Code section 17200 et seq., and Wage Order 9.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and MV has paid all funds due under the Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against MV, 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 MV 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 and 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 any liability for civil penalties recoverable under PAGA for violations during the PAGA Period under PAGA based on any factual or legal theories that were alleged in the Operative Complaint or LWDA notice or arise from facts alleged in the Operative Complaint or LWDA notice, including for the following California Labor Code sections: 201, 202, 203, 204, 226, 226.7, 510, 512 and 2802. PAGA Employees shall not waive section 1542 of the California Civil Code.

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 \$18,750 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA 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 MV'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 MV's calculation of Workweeks and/or Pay Periods based on MV'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 MV'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 *Kussner v. MV Public Transportation, 21STCV12259*, and include your identifying information (full name, address, telephone number, approximatedates 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 decidingwhether to object, you may wish to see what Plaintiff and MV are asking the Court to approve. At least 16 business 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 _____ (url) _____ or the Court’s website _____ (url) _____.

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 *Kussner v. MV Public Transportation, 21STCV12259* and include your name, current address, telephone number, and approximate dates of employment for MV 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 MV 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 _____ (specify entity) _____’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. _____. 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:

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Telephone: (818) 657-1070
Facsimile: (818) 297-1775

Settlement

Administrator:Name of

Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund <https://ucpi.sco.ca.gov> 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.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On July 7, 2023, I served the following document described as

- **[PROPOSED] ORDER**

on the interested parties in this action:

(X) by serving () the original **(X)** true copies thereof as follows:

Please see attached service list

<p>() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.</p>	<p>() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818)918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.</p>
<p>() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.</p>	<p>(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served through Case Anywhere pursuant to the Court's Order Authorizing Electronic Service dated June 18, 2021, to the names and email addresses listed on the Service List attached hereto.</p>

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on July 7, 2023, at Sherman Oaks, California.



Nicole Salazar

Case Anywhere Electronic Service List

Case Name: **Kussner, et al. v. MV Public Transportation, Inc.**

Case Info: **21STCV12259, Los Angeles Superior Court**

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The Service List is compiled from information provided to Case Anywhere and is not independently reviewed for accuracy.

Only attorneys are listed. Other authorized users may also receive case notifications by email.