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LUIS MARTINEZ, MARCUS STALEY and DAWN JONES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

STEPHAN NAVARRETE, individually
and on behalf of all other Aggrieved
Employees;

Plaintiff,

vs.

SUNLINE TRANSIT AGENCY, a
California Agency, and DOES 1 through
50, inclusive,

Defendants,

STEPHAN NAVARRETE, MARCUS
STALEY, LUIS MARTINEZ, DAWN
JONES, on behalf of themselves and all
others similarly situated,

Plaintiff,

v.

SUNLINE TRANSIT AGENCY, a
California Agency, and DOES 1 through 50,
inclusive

Defendants.

CVRI2103875 [lead case]

Consolidated Case No. ~~CVRI2104825~~

[Assigned for all purposes to Dept. 1]

CLASS ACTION

**SECOND AMENDED ~~[PROPOSED]~~
ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND APPROVAL
OF PAGA SETTLEMENT**

*[Filed concurrently with Supplemental
Declaration Of Haig B Kazandjian In Support
Of Motion For Preliminary Approval Of Class
Action & Declaration of Defense Counsel and
of Luis Garcia In Support of Plaintiffs' Motion
For Preliminary Approval.]*

Date: January 16, 2024

Time: 8:30 a.m.

Dept.: 1

Action Filed: August 20, 2021

Trial Date: None Yet Set

The Court, having read the papers filed regarding Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement and for Approval of PAGA Settlement, and having heard argument regarding the Motion on January 16, 2024, hereby finds and ORDERS as follows:

1. The Class Notice, Objection Form and Exclusion Forms are attached hereto as **Exhibit A** and incorporated by reference;
2. The Class Action Settlement Agreement filed as Exhibit 2 to the Supplemental Declaration of Haig B. Kazandjian, is within the range of possible recovery and, subject to further consideration at the Final Approval Hearing described below, is preliminarily approved as fair, reasonable, and in the best interest of the absent class members;
3. For purposes of settlement only, the Court provisionally and conditionally certifies the following class: All current and former non-exempt employees who worked for Defendant in California at any time during the Class Period, October 19, 2018, through the date of preliminary approval;
4. For purposes of settlement only, as set forth by Labor Code section 2699(1)(2), the Court approves the PAGA Penalties in the amount of \$50,000.00, which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500.00) defined as all current and former non-exempt employees who were employed by Defendant in the State of California at any time during the "PAGA Period," and the 75% to LWDA (\$37,500.00) in settlement of PAGA claims for the PAGA Period of April 29, 2020, through the date of this Order. The Court finds that the LWDA has notice of the terms of the settlement as Plaintiffs submitted a copy of the Settlement Agreement to the LWDA on August 4, 2023, and on January 8, 2024.
5. The Court finds the Settlement Class, consisting of approximately 521 members, is so numerous that joinder of all members is impracticable, and that the Settlement Class is ascertainable by reference to the business records of defendant

Sunline Transit Agency.

6. The Court finds further there are questions of law and fact common to the entire Settlement Class, which common questions predominate over any individualized questions of law or fact. These common questions include, without limitation: whether Defendant paid Settlement Class Members for all time worked, including all off the clock work prior to and after actual time recorded, and off the clock work during meal and rest periods.
7. The Court finds further the claims of named Plaintiffs Stephan Navarrete, Marcus Staley, Luis Martinez, and Dawn Jones are typical of the claims of the Settlement Class, and that they will fairly and adequately protect the interests of the Settlement Class. Accordingly, the Court appoints Stephan Navarrete, Marcus Staley, Luis Martinez, and Dawn Jones as the Class Representatives, and appoints their counsel of record Haig B. Kazandjian, APC, as Class Counsel.
8. The Court finds further that certification of the Settlement Class is superior to other available means for the fair and efficient adjudication of the controversy.
9. The Court finds further that, in the present case, the proposed method of providing notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class Member's last known address, is reasonably calculated to notify the Settlement Class Members of the proposed Settlement and provides the best notice possible under the circumstances. The Court also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement Class Members of the terms of the Settlement and their rights thereunder, including the right to object to the Class Settlement and the procedure for doing so, their right to exclude themselves from the Class Settlement and the procedure for doing so, their right to obtain a portion of the Class Settlement proceeds, and the date, time and location of the Final Approval Hearing. The proposed Notice of Class Action Settlement (Exhibit A attached hereto) and the procedure for providing Notice set forth in the Settlement Agreement, are approved by the

Court.

10. Under the terms of the Settlement Agreement, the Court approves the Parties' selection of Simpluris, Inc. as the Settlement Administrator. The Settlement Administrator is ordered to mail the Class Notice along with the Objection Form and Exclusion Form (collectively "Exhibit A" attached hereto) to the Settlement Class Members via First-Class U.S. Mail as specified in the Settlement Agreement, and to otherwise carry out all other duties set forth in the Settlement Agreement. The Parties are ordered to carry out and comply with all terms of this Order and the Settlement Agreement, and particularly with respect to providing the Settlement Administrator all information necessary to perform its duties under the Settlement Agreement.
11. Any member of the Settlement Class who wishes to be excluded, or object to the Settlement or any term thereof, including any proposed award of attorney's fees and costs to Class Counsel or any proposed representative enhancement to the Class Representatives, shall have forty-five (45) days from the mailing of the Class Notice to request exclusion and/or to object, as set forth in the Class portion of the Settlement Agreement and Class Notice. The Settlement Administrator is ordered to give notice to any objecting party of any continuance of the hearing of the motion for final approval.
12. A Final Approval Hearing is hereby set for July 15, 2024, at 8:30 a.m.; ~~or for~~ _____, 2024 at _____ a.m./p.m., in Department 1 of the Riverside Superior Court, to consider any objections to the Class Settlement, determine if the proposed Class Settlement should be found fair, adequate and reasonable and given full and final approval by the Court, and to determine the amount of attorney's fees and costs awarded to Class Counsel, the amount of any representative enhancement award to the Class Representatives, and to approve the fees and costs payable to the Settlement Administrator. All legal memoranda, affidavits, declarations, or other evidence in support of the request for final

approval, the award of attorney's fees and costs to Class Counsel, the enhancement award to the Class Representative, and the fees and costs of the Settlement Administrator, shall be filed no later than sixteen (16) court days prior to the Final Approval Hearing. The Court reserves the right to continue the Final Approval Hearing without further notice to the Settlement Class Members.

13. Provided he or she has not submitted a timely and valid Request for Exclusion, any Settlement Class Member may appear, personally or through his or her own counsel, and be heard at the Final Approval Hearing regardless of whether he or she has submitted a written objection.

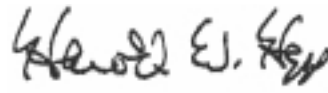
14. The Court orders the following **Schedule** for further proceedings:

a.	Deadline for Defendant to submit Class List and Data Report to Settlement Administrator	[within 15 calendar days of preliminary approval order]
b.	Deadline for Settlement Administrator to Mail the Notice Packets to Class Members	[within 14 calendar days of receipt of the Class List and Data Report from Defendant]
c.	Deadline for Settlement Class Members to postmark Requests for Exclusions	[45 calendar days after mailing of the Notice Packet to Class Members]
d.	Deadline for the postmark of any Objections to the Settlement	[45 calendar days after mailing of the Notice Packet to Class Members]
e.	Deadline for Class Counsel to File Motion for Final Approval of Settlement Including the requested attorneys' fees and costs including any expenses and declarations in support thereof; and deadline to file declaration by Simpluris Re Service of Class Notice, receipt of any requests for exclusion, and receipt and filing of any objections	[16 court days prior to Final Approval Hearing Date]

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f.	Final Approval Hearing and Final Approval	July 15, 2024 at 8:30 a.m.; OR at _____, 2024, at _____ a.m./p.m. [180 days after Court Order Granting Preliminary Approval]
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Dated: 01/18/2024 _____



Judge of the Superior Court
Honorable Harold W. Hopp

HAIG B. KAZANDJIAN LAWYERS, APC
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Glendale, CA 91203
Tel: (818)696-2306 Fax: (818)696-2307

EXHIBIT A

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

Navarrete vs. Sunline Transit Agency,
Riverside County Superior Court Case Nos. CVRI2103875 & CVRI2103825

***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 PAGA and Class Action lawsuit (“Action”) filed against Sunline Transit Agency (“Defendant”) for alleged wage and hour violations. The Action was filed by former employees of Defendant, Stephen Navarrete, Marcus Staley, Luis Martinez and Dawn Jones (“Plaintiffs”) and seeks payment of (1) back wages for a class of hourly employees (“Class Members”) who worked for Defendant during the Class Period (October 19, 2018, through the date of the Preliminary Approval Order); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period (April 29, 2020, through the date of the Preliminary Approval Order) (“Aggrieved Employees”).

Defendant has denied, and continues to adamantly deny the factual and legal allegations in the case. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case. Defendant has agreed to settle the case solely for reason of economic efficiency.

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (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 Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ Pay Periods** during the Class Period and **you worked _____ Pay Periods** 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 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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant

to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

Defendant 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

You Don't Have to Do Anything to Participate in the Settlement	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 Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed)]	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. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed).]	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.
You Can Participate in the [TBD] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [TBD]. 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.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice]. _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Pay Periods 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 Pay Periods and number of PAGA Period Pay Periods you worked according to Defendant’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.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are current, or former employees of Defendant. The Action accuses Defendant of

violating California labor laws for Failure To Pay Regular and Minimum Wages.

Based on the same claims, Plaintiff Stephen Navarrete has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Haig B. Kazandjian and Cathy Gonzalez of Haig B. Kazandjian Lawyers, APC (“Class Counsel.”)

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

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating 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, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant 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. Defendant Will Pay \$500,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant 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 Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 20 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, Plaintiffs 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 \$ \$1,666,666.67 ($\frac{1}{3}\%$ of the Gross Settlement to Class Counsel for attorneys' fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$22,500.00 as Class Representative Awards to the named Plaintiffs, allocated as follows: Stephen Navarrete (\$7,500), Marcus Staley (\$5,000), Luis Martinez (\$5,000), and Dawn Jones (\$5,000), working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
- C. Up to \$12,500.00 to the Administrator for services administering the Settlement.
- D. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (\$37,500.00) and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods (\$12,500.00).

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 Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check 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 [45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed).], 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 [insert date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Simpluris (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts 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:

Upon the date Defendant fully funds the Gross Settlement pursuant to this Agreement, 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 (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period

facts stated in the Operative Complaint including: Failure to Pay Regular and Minimum Wages in Violation of Labor Code §§ 1194, 1194.2, 1197, 1197.1, and IWC Wage Order 9-2001, § 4 Failure to Pay Regular and Minimum Wages in Violation of Labor Code §§ 1194, 1194.2, 1197, 1197.1, and IWC Wage Order 9-2001, § 4, claims for attorneys' fees and costs, and/or California Code of Civil Procedure section 1021 and any other claims which reasonably could have been alleged based on the Class Period facts in the Operative Complaint for the time period of October 19, 2018 through the date the Court grants preliminary approval of this Settlement Agreement. Except as set forth in Section 6.3 of this 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 Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants 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 Defendants or their 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:

Upon the date Defendant fully funds the Gross Settlement pursuant to this Agreement, Plaintiffs and the LWDA 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 for PAGA penalties that could have been sought by the Labor Commissioner for the violations identified in the pre-filing letter to the LWDA and the Operative Complaint including California Labor Code sections 1194, 1194.2, 1191 and 1197.1, and derivative claims which reasonably could have been alleged based on the PAGA Period facts in the Operative Complaint for the time period April 29, 2020 through the date the Court grants preliminary approval of this Settlement Agreement. Plaintiffs do not release any aggrieved employees' claims for wages or damages.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the Gross Settlement Amount 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 Defendant'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 Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant'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 Who are Aggrieved Employees. 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 Navarrete vs. Sunline Transit Agency, et al., Riverside County Superior Court Case Nos. CVRI2103875 & CVRI2103825 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 [not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed)], 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 Plaintiffs and Sunline Transit Agency are asking the Court to approve. Any objection or challenge to the number of Class Workweeks or PAGA Pay Periods must be received at least 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). Sixteen court days before the [TBD] Final Approval Hearing, Class Counsel and/or Plaintiffs 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.simpluris.com/contact/class-member-contact/> or the Court's website <https://www.riverside.courts.ca.gov>

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 [not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed)].** 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 Navarrete vs. Sunline Transit Agency, et al., Riverside County Superior Court Case Nos. CVRI2103875 & CVRI2103825 and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [TBD] in Department __ of the Riverside Superior Court, located at 4050 Main St., Riverside, CA 92501. 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, Plaintiffs, 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 <https://www.riverside.courts.ca.gov/PublicNotices/remote-appearances.php#DeptIDs> and by clicking on the link for Department __. 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 <https://www.simpluris.com/contact/class-member-contact/> 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 Defendant and Plaintiffs 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 Simpluris' website at <https://www.simpluris.com/contact/class-member-contact/>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://epublic-access.riverside.courts.ca.gov/public-portal/> and entering the Case Number for the Action, Case Nos. CVRI2103875 & CVRI2103825. You can also make an appointment to personally review court documents in the Clerk's Office at the Historic Courthouse located at 4050 Main St., Riverside, CA 92501, by going to the following link: <https://www.riverside.courts.ca.gov/appointments/> .

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

Class Counsel:

Name of Attorney: Haig B. Kazandjian
Email Address: haig@hbklawyers.com
Name of Attorney: Cathy Gonzalez
Email Address: cathy@hbklawyers.com
Name of Firm: Haig B. Kazandjian Lawyers, APC
Mailing Address: 801 N. Brand Blvd., Suite 970, Glendale, CA 91206
Telephone: (818) 696-2306

Settlement Administrator:

Name of Company: Simpluris
Email Address: CaseSupport@Simpluris.com
Mailing Address: P.O. Box 26170, Santa Ana, CA 92799
Telephone: 888-369-3780

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 through the California State Controller's Office at https://www.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.

OBJECTION FORM

Stephen Navarrete v. Sunline Transit Agency, et al
Riverside County Superior Court, Case No. CVRI2103875

INSTRUCTIONS: If you wish to tell the Court that you do not like the Settlement or some part of it, you may make an objection by completing, signing and returning this Objection Form to the Settlement Administrator at the address listed below. Please state each reason for your objection and any legal support for your objection. You must sign and complete this form accurately and in its entirety. You must mail this form to the Settlement Administrator at the address below so that it is postmarked on or before , 2024.

Settlement Administrator
Address

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Class Claims, unless the Court does not approve the Settlement. You cannot object to the Settlement if you request exclusion from the Settlement. You may come to the Final Fairness Hearing and be heard even if you do not complete this form.

1. CONTACT INFORMATION

Name: _____
Home Street Address: _____
City, State, Zip Code: _____
Home Telephone Number: () _____
Social Security Number or Employee ID Number: _____

2. REASON FOR OBJECTION

Please state each reason you do not like the Settlement and any legal support for your objection:

Signed: _____ Dated: _____
Print Name: _____

REQUEST FOR EXCLUSION FROM THE SETTLEMENT

Stephen Navarrete v. Sunline Transit Agency, et al
Riverside County Superior Court, Case No. CVRI2103875

**IF YOU COMPLETE THIS FORM, YOU WILL NOT RECEIVE YOUR SHARE OF
BENEFITS UNDER THE SETTLEMENT.**

DO NOT COMPLETE THIS FORM IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT.

TO BE EXCLUDED FROM THE SETTLEMENT, THIS OPT OUT FORM MUST BE SIGNED AND MAILED
TO THE SETTLEMENT ADMINISTRATOR VIA U.S. MAIL POSTMARKED ON OR BEFORE [REDACTED], 2024.

INSTRUCTIONS

If you do not want to participate in this Lawsuit and Settlement, you may "opt out" of the Settlement. If you opt-out of this lawsuit and the Settlement, (a) you will have no right to receive any benefit under the Settlement in this case; (b) you will not be bound by the terms of the Settlement; and (c) you will have no right to object to the Settlement or to be heard at the Final Approval Hearing.

If you decide to opt-out and were employed by Defendant Sunline Transit Agency as an hourly, non-exempt employee in the State of California between October 19, 2018 and **Date of Preliminary Approval**, you will still receive your share of penalties arising under PAGA because the opt-out provision does not apply to this claim. However, if you opt-out, you will not receive your share of the settlement for the class claims.

To opt-out, you must fill out all information in the section below, sign, and return this Opt-Out Form to the Settlement Administrator at the address below. To be timely, your Opt-Out Form must be postmarked **on or before [REDACTED], 2024**.

Settlement Administrator
Address

OPT OUT SIGNATURE

By signing this Opt-Out Form, I hereby opt-out of this lawsuit and Settlement reached in this coordinated Lawsuit. By signing this Opt-Out Form, I understand that I will not receive money from the class portion of the Settlement, and I, will have no right object to the Settlement and be heard at the Final Approval Hearing.

Signed: _____ Dated: _____
Print Name: _____
Address: _____
Home Telephone Number: _____
Last 4 Digits of Social Security Number or Employee ID Number: _____