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Attorney for Plaintiff and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

VICTOR BERDUO LOPEZ, an individual; on
behalf of himself and all others similarly situated;

Plaintiff,

v.

DEMEJICO, INC., a California Corporation;
and DOES 1 through 20, inclusive;

Defendants.

Case Number: 21STCV47543

[Honorable Stuart M. Rice; Department. 1]

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

Hearing:

Date: December 21, 2022

Time: 10:30 a.m.

Dept.: 1

Complaint Filed: December 29, 2021

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1 **[PROPOSED] ORDER**

2 **GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

3 Plaintiff VICTOR BERDUO LOPEZ's ("Plaintiff") Motion for Preliminary Approval of Class
4 Action Settlement came before this court on December 21, 2022. The Court, having considered the
5 Joint Stipulation for Class Action Settlement, executed on September 14, 2022 ("Settlement
6 Agreement"), attached as Exhibit 1 to the Declaration of Sarkis Sirmabekian, Esq. filed in support of
7 Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and the exhibits attached
8 thereto; and having considered Plaintiff's Motion, memorandum of points and authorities, supporting
9 declarations filed therewith, and good cause appearing thereto, HEREBY ORDERS:

10 The Court GRANTS preliminary approval of the class action settlement as set forth in the
11 Settlement Agreement and finds the terms to be within the range of reasonableness of a settlement that
12 ultimately could be granted approval by the Court at the Final Approval Hearing. For purposes of the
13 Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a
14 sufficiently well-defined community of interest among the Class Members in questions of law and
15 fact. Therefore, for settlement purposes only, the Court GRANTS conditional certification of the
16 Settlement Class, defined as follows:

17 "Plaintiff and all current and former hourly non-exempt employees of Defendant within
18 California at any time during the period from November 17, 2017 through November 30,
19 2022."

20 1. For purposes of the settlement, the Court further designates Plaintiff VICTOR
21 BERDUO LOPEZ as Class Representative, and Sarkis Sirmabekian, Esq. of the Sirmabekian Law
22 Firm, PC as Class Counsel;

23 2. The Court designates Phoenix Settlement Administrators as the third-party Claims
24 Administrator for mailing notices and all other services required under the Settlement Agreement;

25 3. The Court approves, as to form and content, the Notice of Class Action Settlement
26 ("Class Notice") and the accompanying Information Sheet, Notice of Objection Form, Request for
27 Exclusion, and Notice of Proposed Class Action Settlement, attached as "**EXHIBIT 1**" to this Order
28 ("Notice Packet");

1 4. The Court finds that the form of notice to the Class Members regarding the pendency
2 of the Action and of this Settlement, and the methods of giving notice to Class Members constitute the
3 best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all
4 Class Members. The form and method of giving notice complies fully with the requirements of
5 *California Code of Civil Procedure section 382 and 384, California Civil Code section 1781,*
6 *California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other*
7 *applicable law;*

8 5. The Court further approves the procedures for Class Members to opt out of or object to
9 the Settlement, as set forth in the Settlement Agreement and Notice Packet (i.e., any exclusion form
10 or objection shall be submitted to the claims administrator rather than filed with the court);

11 6. The procedures and requirements for filing objections in connection with the Final
12 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
13 presentation of any Class Member's objection to the Settlement Agreement, in accordance with the
14 due process rights of all Class Members;

15 7. The Court directs the Claims Administrator to administer the notice in accordance with
16 the following, which includes: a) mailing the Notice Packet to Class Members; b) including a stamped
17 envelope addressed to the Claims Administrator in the Notice Packet; and c) sending reminder notices
18 to every class member from whom no exclusion request has been received within 30-days of mailing
19 the Notice Packet. All Request for Exclusion and Notices of Objection Forms shall be submitted to
20 the Claims Administrator, not to Class Counsel or Defendant's counsel, however, the Claims
21 Administrator may submit copies to the parties' counsel. At final approval, the Claims Administrator
22 shall file a declaration authenticating a copy of every Request for Exclusion and Notice of Objection
23 Forms received by the Claims Administrator;

24 8. The Court directs the Claims Administrator, or counsel for the parties, to give notice to
25 any objecting party of any continuance of the hearing on the motion for final approval ("Final
26 Approval Hearing");

1 9. Once Order granting Preliminary Approval of the Class Action Settlement is entered,
2 Plaintiff will reserve a hearing date for Final Approval, on the question of whether the Settlement
3 should be finally approved as fair, reasonable and adequate;

4 10. At the Final Approval Hearing, the Court will consider this: a) whether the Settlement
5 should be approved as fair, reasonable, and adequate for the Class; b) whether the judgment granting
6 final approval of the Settlement should be entered; and c) whether Plaintiff's application for Class
7 Counsel Award, the Class Representative Enhancement Payment, and Claims Administration Costs
8 should be granted;

9 11. Counsel for the Parties shall file memoranda, declarations, or other statements and
10 materials in support of their request for final approval of the Settlement, Class Counsel Awards and
11 the Class Representative Enhancement Payment;

12 12. Pending the Final Approval Hearing, all proceedings in this action, other than
13 proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement
14 and this Order, are stayed; and

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

18
19 OTHER ORDERS:
20 _____
21 _____
22 _____.

23
24 **IT IS SO ORDERED.**

25
26
27 DATED:

Honorable Stuart M. Rice, Dept. 1
Judge of the Superior Court

EXHIBIT 1

INFORMATION SHEET

Victor Berduo Lopez vs. Demejico, Inc.
Los Angeles Superior Court Case Number 21STCV47543

Calculation Of Settlement Payments: Each Settlement Class Member's share of the Net Settlement Amount shall be based upon his or her "Compensable Workweeks," or the total number of workweeks worked by each respective Settlement Class Member. Class Member means Plaintiff and all current and former hourly non-exempt employees of Defendant within California at any time during the Class Period, from November 17, 2017 through November 30, 2022 ("Class Period"). The individual Settlement Payment for each Settlement Class Member shall be calculated as follows:

Defendant DEMEJICO, INC. ("Defendant") will provide the Claims Administrator with the total number of workweeks for each Class Member; The Claims Administrator will divide the Net Settlement Amount by the total number of workweeks ("Work Week Rate Amount") and then multiply this amount by each Class Member's total number of workweeks to yield that employee's Net Settlement Payment. This calculation yields the amount of the Settlement Class Member's "Individual Settlement Payment." The Individual Settlement Payment will then be reduced by any required legal deductions and/or payroll withholdings.

Your Compensable Workweeks and Estimated Individual Settlement Payment: According to Defendant's records, your Compensable Workweeks for the Class Period are <<CompWeeks>>. Based on the number of your Compensable Workweeks, **your estimated Individual Settlement Payment is** <<EstSettPayment>>. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Procedure for Disputing Information: If you disagree with the number of Compensable Workweeks stated above, you have to send a letter to the Claims Administrator stating the reasons why you dispute the number of Compensable Workweeks and provide any supporting documentation that you have (e.g., any paystubs). The information you provide should include the estimated Compensable Workweeks you claim you worked from November 17, 2017 through November 30, 2022 ("Class Period").

Any disputes and supporting documentation have to be mailed to the Claims Administrator at the address listed below by First Class U.S. Mail, postmarked no later than [Response Deadline].

Victor Berduo Lopez vs. Demejico, Inc.

Settlement

[Claims Administrator Address]

[City, State Zip, Telephone Number]

If you dispute the number of Compensable Workweeks stated above, Defendant's records will be presumed determinative unless you are able to provide documentation to the Claims Administrator that establishes otherwise. The Claims Administrator will evaluate the evidence submitted by you and will make the final decision as to the Compensable Workweeks that should be applied and/or the Individual Settlement Payment to which you may be entitled. Such determination will be final and binding with no opportunity for further appeal.

Information Sheet

[Class Member]

Questions? CALL 1-xxx-xxx-xxxx

NOTICE OF OBJECTION FORM

*Victor Berduo Lopez vs. Demejico, Inc.
Los Angeles Superior Court Case Number 21STCV47543*

You should fill out this Notice of Objection Form *only if you wish to object to the Settlement. If you have no objection to the Settlement, you do not have to do anything to receive Settlement benefits. Please note, you cannot submit this Notice of Objection Form, if you submit a Request for Exclusion.* Objecting to the Settlement is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the court that you do not want to be a part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you.

This form is to be used only if you wish to object to the Settlement. Settlement Class Members who do not timely make an objection will have waived their right to object to the Settlement.

However, filling a timely objection alone does not preserve your right to appeal a class judgment, the Settlement or attorneys' fees. In order to appeal a class judgment, the Settlement or attorneys' fees, as a party to the record, a Class Member must either, (1) file a timely complaint in intervention before final judgment, or (2) file an appealable motion to set aside and vacate the class judgment under *Code of Civil Procedure* § 663.

If you wish to object to the Settlement, you must fill out this Notice of Objection Form in its entirety, sign it, and return it to the Claims Administrator at the address listed below by First Class U.S. Mail postmarked no later than [Response Deadline], or by returning it to the Claims Administrator by fax no later than [Response Deadline]. Class Members who wish to object to the Settlement may appear at the Final Approval hearing to have your objection heard by the Court.

Victor Berduo Lopez vs. Demejico, Inc.

Settlement

[Claims Administrator Address]

[City, State Zip, Telephone Number]

Objection:

Please print legibly: Name: _____

Last four of Social Security# and/or Employee ID#: _____

Mailing Address: _____

City: _____ State: _____ Zip code: _____ Telephone#: _____

The Reasons for your Objection: _____

Date: _____

Signature

REQUEST FOR EXCLUSION

*Victor Berduo Lopez vs. Demejico, Inc.
Los Angeles Superior Court Case Number 21STCV47543*

*If you want to remain a member of the Settlement Class and receive an Individual Settlement Payment, you should **not** fill out this form: you are not required to do anything at this time.*

This form is to be used only if you want to exclude yourself from the Settlement.

If you exclude yourself from the Settlement: (1) you will not share in any recovery paid to Settlement Class Members as a result of the Settlement; (2) you will not be bound by any decision of the Court in the Action; (3) you may not object to the Settlement; and (4) you may pursue any claims asserted in the Action that you have against Defendant DEMEJICO, INC. (“Defendant”) by filling your own lawsuit.

If you want to request to be excluded from the Settlement, you must fill out this Request for Exclusion in its entirety, sign it, and return it to the Claims Administrator at the address listed below by First Class U.S. Mail postmarked no later than [Response Deadline], or by returning it to the Settlement Administrator by fax no later than [Response Deadline].

*Victor Berduo Lopez vs. Demejico, Inc.
Settlement
[Claims Administrator Address]
[City, State Zip, Telephone Number]*

Request for Exclusion

I confirm that I have received notice of proposed Settlement in the Action. I request to be excluded from the Settlement. I understand that by submitting this Request for Exclusion, I will not receive any money or other benefits under the Settlement, and will not be bound by the Settlement, including the release of Released Claims, as more fully described in the Settlement Agreement on file with the Court and Notice of Proposed Class Action Settlement.

Please print legibly:

Name: _____

Last four of Social Security# and/or Employee ID#: _____

Mailing Address: _____

City: _____ State: _____ Zip code: _____ Telephone #: _____

Date: _____

Signature

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Victor Berduo Lopez vs. Demejico, Inc.
Los Angeles Superior Court Case Number 21STCV47543

A Court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT THE RIGHTS OF ALL CURRENT AND FORMER HOURLY NON-EXEMPT EMPLOYEES OF DEFENDANT DEMEJICO, INC. WITHIN CALIFORNIA AT ANY TIME DURING THE CLASS PERIOD, FROM NOVEMBER 17, 2017 THROUGH NOVEMBER 30, 2022 (“Class Period”).

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Victor Berduo Lopez vs. Demejico, Inc.* (“Action”). The purpose of this Notice of Proposed Class Action Settlement (“Class Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action, subject to Court approval.

A hearing concerning final approval of the proposed Settlement will be held before the Honorable Stuart M. Rice, on , 2022 at X:XX x.m. in Department 1 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, California 90012, to determine whether the Settlement is fair, adequate and reasonable. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and any final determination of these issues will be made at the final approval hearing. As a Settlement Class Member, you are eligible to receive an Individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS	IN THIS SETTLEMENT:
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and you will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendant DEMEJICO, INC. (“Defendant”) for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You have the option to exclude yourself, in writing, from the Settlement. If you submit a valid Request for Exclusion, you will not receive any benefits under the Settlement and you will not be bound by the terms of the Settlement.
OBJECT	To object to the Settlement, you need to write to the Settlement Administrator about why you don’t like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

<i>Who is affected by this proposed Settlement?</i>
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All current and former hourly non-exempt employees of Defendant DEMEJICO, INC. within California at any time during the Class Period, from November 17, 2017 through November 30, 2022. (“Class Period”) (“Settlement Class Members” or “Settlement Class”).

According to Defendant’s records, you are a member of the Settlement Class.

<i>What is this case about?</i>
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In this Action, Plaintiff VICTOR BERDUO LOPEZ (“Plaintiff”) alleged on behalf of himself and all others similarly situated (Class Members) the following claims: (1) Failure to Pay Minimum Wage (Cal. Lab. Code §§ 1182.12, 1194, 1197 & 1198, et seq.); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 1198 & 510, et seq.); (3) Failure to Pay Meal Period Compensation (Cal. Lab. Code §§ 226.7, 512(a) & 1198 et seq.); (4) Failure to Pay Rest Period Compensation (Cal. Lab. Code §§ 226.7 & 1198 et seq.); (5) Failure to Pay Wages Upon Discharge (Cal. Lab. Code §§ 201 & 202, et seq.); (6) Failure to Furnish Accurate Wage and Hour Statements (Cal. Lab. Code § 226); (7) Failure to Indemnify (Cal. Lab. Code §2802); (8) Unfair Competition (Business and Professions Code § 17200 et seq.); and (9) Violation of the Private Attorneys General Act of 2004 (California Labor Code §2698, et seq.); Plaintiff seeks unpaid wages, statutory penalties, civil penalties under Private Attorneys General Act (Cal. Labor Code section 2698, et seq.), restitution, interest, attorneys’ fees, and costs.

Defendant denies all liability and is confident that it has strong legal and factual defenses to these claims, but recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes this Settlement is in the best interest of all Class Members.

The Court has not ruled on the merits of the claims or defenses.

<i>Who are the attorneys representing the Parties?</i>

The attorneys representing the Parties in the Action are:

Plaintiff and Class Counsel

Sarkis Sirmabekian, Esq. [SBN 278588]
SIRMABEKIAN LAW FIRM, PC
3435 Wilshire Blvd., Suite 1710
Los Angeles, California, 90010
Telephone: 818.473.5003
Facsimile: 818.476.5619
Email: contact@slawla.com

Questions? CALL 1-xxx-xxx-xxxx

Defendant's Counsel

Michael H. Brody, Esq. [SBN 238757]

LIGHTGABLER

760 Paseo Camarillo, Suite 300

Camarillo, California 93010

Telephone: (805) 248-7208

Facsimile: (805) 248-7209

Email: mbrody@lightgablerlaw.com

<i>What are the Settlement terms?</i>
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Subject to final Court approval, Defendant will pay \$40,000.00 (the "Gross Settlement Amount") for: (a) Individual Settlement Payments to Settlement Class Members; (b) the Court approved Class Representative Service Awards to Plaintiff; (c) the Court approved attorneys' fees and costs to Class Counsel; (d) the costs of administering the Settlement; and (e) payment to the State of California Labor and Workforce Development Agency ("LWDA") for Private Attorneys General Act (Cal. Labor Code section 2698, *et seq.*) penalties.

Individual Settlement Payments. After deduction from the Gross Settlement Amount for attorneys' fees and costs, the Class Representative Service Awards to Plaintiff, the Private Attorneys General Act (Cal. Labor Code section 2698, *et seq.*) payment to the LWDA, and the costs of administering the Settlement, there will be a Net Settlement Amount. From this Net Settlement Amount, Defendant will make an Individual Settlement Payment to each Settlement Class Member who does not request to be excluded from the Settlement.

The Net Settlement Amount shall be divided among all Settlement Class Members on a proportional basis based upon the total number of workweeks worked by each respective Settlement Class Member as non-exempt employees of Defendant within California, at any time during the Class Period.

According to Defendants' records, your Compensable Workweeks for the Class Period are <<**CompWeeks**>>. Based on the number of your Compensable Workweeks, **your estimated Individual Settlement Payment** is <<**EstSettPayment**>>. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

For tax reporting purposes, the payments to Settlement Class Members will be allocated as follows: 25% of each Individual Settlement Payment will be allocated for the settlement of wage claims; 5% of each Individual Settlement Payment will be allocated for the settlement of penalties; and the remaining 70% will be allocated to the settlement of claims for interest and non-wage statutory damages. The portion allocated to wages in each Individual Settlement Payment will be reported on an IRS Form W-2 and the portion allocated to interest and penalties will be reported on an IRS Form-1099 by the Claims Administrator.

All checks for Individual Settlement Payments paid to Settlement Class Members shall advise that the checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance shall thereafter automatically be void if not cashed by a Settlement Class Member within that time.

If a Settlement Payment check remains un-cashed after one hundred eighty (180) days from issuance, the Claims Administrator shall forward the un-cashed funds, plus any accrued interest that has not been distributed pursuant to the order of the Court, to the California State Controller's Office under the Unclaimed Property Statutes. In such event, the Settlement Class Member shall nevertheless remain bound by the Settlement.

None of the parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Settlement Class Member.

Class Counsel Attorneys' Fees and Costs, Class Representative Service Awards, Settlement Administration Costs and Payment to the LWDA. Class Counsel will ask the Court to award attorneys' fees up to \$13,333.33 (33.33% of the Gross Settlement Amount) and reimbursement of reasonable costs incurred in the Action not to exceed \$1,500.00. In addition, Class Counsel will ask the Court to authorize the Class Representative Enhancement Payment of \$5,000.00 to the Class Representative for his efforts in the prosecution of this Action. The Parties estimate the cost of administering the Settlement will not exceed \$5,000.00. A payment in the amount of \$5,000.00 will also be made to the LWDA for Private Attorneys General Act (Cal. Labor Code section 2698, *et seq.*) penalties.

<i>What claims are being released by the proposed Settlement?</i>
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Upon the Effective Date, Settlement Class Members shall be deemed to have fully, finally, and forever released Defendant and its officers, directors, employees and agents from all Released Claims accruing during the Class Period. The "Released Claims," as to each Settlement Class Member means all California wage and hour claims, penalties, interest, and causes of action, arising from or related to the claims pled in Plaintiff's operative complaint ("Complaint") or that could have been pled in the Complaint based on the factual allegations pled in the Complaint, including (a) failure to pay all overtime wages; (b) failure to pay all minimum wages (c) failure to compensate for all hours worked; (d) failure to provide proper meal periods; (e) failure to authorize and permit rest periods; (f) failure to furnish accurate wage statements; (g) failure to reimburse employees for business expenses and illegal deductions from wages; (h) failure to timely pay final wages upon discharge; (i) statutory penalties; (j) retaliation; (k) any violations of Labor Code sections 200, 201-203, 204, 206, 216, 218.5, 218.6, 221, 226 *et seq.*, 226.3, 226.7, 226.8, 246, 432.5, 450, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2698, or applicable wage order(s), unfair competition claims under California Business & Professions Code §17200 *et seq.* based on the labor code violations alleged or which could have been alleged in the Complaint, civil penalties pursuant to Labor Code §2699 *et seq.* based on the labor code violations alleged or which could have been alleged in the Complaint, and any penalties, restitution, disgorgement, interest or attorneys' fees. This release will cover all Class Members who do not opt out, with the exception of claims for PAGA penalties as there is no ability to opt out of a PAGA suit.

<i>What are my options in this matter?</i>

You have three options under this Settlement, each of which is further discussed below. You may (A) remain in the Settlement Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be a part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

If you remain in the Settlement Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you remain in the Settlement Class, you will be subject to any Judgment that will be entered in the Action, including the Released Claims as described above.

OPTION A. Remain in the Settlement Class. If you wish to remain in the Settlement Class and be eligible to receive an Individual Settlement Payment under the Settlement, **you do not need to take any action.** By remaining in the Settlement Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you need to submit a statement of objection ("Notice of Objection Form") to the Claims Administrator at [Administrator], PO BOX _____, [City], [State] [Zip]. The Notice of Objection Form shall state: (1) your full name; (2) the dates of your employment; (3) the last four digits of the Social Security number and/or Employee ID number; (4) the basis for the objection; (5) be signed by you; and (6) be postmarked on or before the [Response Deadline] and returned to the Claims Administrator at the Address listed above. The Notice of Objection Form is enclosed with this notice. You can also hire an attorney at your own expense to represent you in your Objection. Any Class Member who does not timely object in the manner described above shall be deemed to have waived any objections and shall be foreclosed from making any objections to the Settlement. However, filing a timely objection alone does not preserve your right to appeal a class judgment, the Settlement or attorneys' fees. In order to appeal a class judgment, the Settlement or attorneys' fees, as a party to the record, a class member has to either, (1) file a timely complaint in intervention before final judgment, or (2) file an appealable motion to set aside and vacate the class judgment under Code of Civil Procedure section 663. **Please note, even if you submit an objection, you will be bound by the terms of the Settlement unless the Court does not approve the Settlement.**

OPTION B. Request to Be Excluded from the Settlement. If you do not want to be part of the Settlement, you have to submit a Request for Exclusion (which is included in this Notice Packet) to the Claims Administrator at [Administrator], PO BOX _____, [City], [State] [Zip]. In order to be valid, your Request for Exclusion has to be signed and postmarked on or before [Response Deadline]. If you do not timely submit a signed Request for Exclusion (as evidence by the postmark), your Request for

Exclusion will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you timely submit a signed Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any benefit as a result of the Action and Settlement, and you will not be entitled to or permitted to object to the Settlement.

When will the Settlement be distributed?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Class Representatives Service Awards to Plaintiff, the Settlement Administration Costs, and the payment to the LWDA for Private Attorneys General Act (Cal. Labor Code section 2698, *et seq.*) penalties, on _____, 2022 at X:XX x.m., in Department 1 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, California 90012.

If the Court grants final approval of the Settlement, your Individual Settlement Payment will be mailed to you within approximately 10 business days from the date of final judgment, unless there are objections, appeals, or other challenges to the final judgment. It is always uncertain when these issues can be resolved, and resolving them can take time.

What is the next step in approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Class Representatives Service Awards to Plaintiff, the Settlement Administration Costs, and the payment to the LWDA for Private Attorneys General Act (Cal. Labor Code section 2698, *et seq.*) penalties, on _____, 2022 at X:XX x.m., in Department 1 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, California 90012. The Final Approval Hearing may be continued. In the event Final Approval is continued, Class Members who filed an objection will receive notice of the new hearing date. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

How can I get additional information?

This Class Notice summarizes the Action and the basic terms of the Settlement. More details regarding the Settlement and its terms are in the Settlement Agreement itself. The Settlement Agreement (attached as Exhibit A to the Declaration of Sarkis Sirmabekian, Esq. filed in support of Plaintiff's Unopposed Motion for Preliminary Approval of the Class Action Settlement filed on XXXXX), and all other relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, California 90012. You may also access the Agreement online at: <https://www.lacourt.org/>

Additional information is also available from the Settlement Administrator or Class Counsel.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

Questions? CALL 1-xxx-xxx-xxxx

PROOF OF SERVICE
(§ 1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am a citizen of the United States of America; I am over the age of eighteen years and not a party to the within entitled action; my business address is: 3435 Wilshire Boulevard, Suite 1710, Los Angeles, California 90010.

On the below-indicated date, I served the following document:

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

on the interested parties in said action by placing:

___X___ a true and correct copy,

and addressed as set forth on the attached Service List and delivered by one or more of the means set forth below:

☒ **BY ELECTRONIC SERVICE IN LIEU OF SERVICE BY MAIL, EXPRESS MAIL, OVERNIGHT DELIVERY, OR FACSIMILE TRANSMISSION:** In accordance with California Code of Civil Procedure section 1010.6, I caused the document to be sent to the person(s) below at the e-mail address(es) listed below.

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

EXECUTED: November 23, 2022
At Los Angeles, California

Grigor Gregg Sirmabekhian
Grigor Gregg Sirmabekhian

[SERVICE LIST ON FOLLOWING PAGE]

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SERVICE LIST

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