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Attorneys for Plaintiff Esther Fuentes, individually and on behalf of other persons
similarly situated and other aggrieved employees

[ADDITIONAL COUNSEL LISTED ON FOLLOWING PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST

ESTHER FUENTES, individually and on
behalf of other persons similarly situated
and other aggrieved employees,

Plaintiffs,

v.

KAMRAN STAFFING, INC., DECO
LIGHTING, INC., and DOES 1 through
10, inclusive,

Defendants.

Case No.: BC604535

[Related to Case No. BC661821]

CLASS AND REPRESENTATIVE
ACTION

*[Assigned to Hon. Kenneth R. Freeman
in Dept. 310]*

**PLAINTIFFS' SUPPLEMENTAL
STATEMENT RE PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; SUPPLEMENTAL
DECLARATION OF ZORIK
MOORADIAN**

[Proposed Order Concurrently Submitted]

Date: January 16, 2018

Time: 3:00 p.m.

Dept.: 310

WALTER DENNY, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

KAMRAN STAFFING, INC., DECO
ENTERPRISES, INC., and DOES 1

Case No.: BC661821

Related to Case No. BC604535 [Lead Case]

CLASS AND REPRESENTATIVE
ACTION

*[Assigned to Hon. Kenneth R. Freeman
in Dept. 310]*

PLAINTIFFS' SUPPLEMENTAL STATEMENT RE PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT

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through 20, inclusive,

Defendants

SAMUEL A. WONG, Bar No. 217104
KASHIF HAQUE, Bar No. 218672
JESSICA L. CAMPBELL, Bar No. 280626
ALI S. CARLSEN, Bar No. 289964
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

Attorneys for Plaintiff Walter Denny, individually and on behalf of all others similarly
situated

1 **TO THE HONORABLE COURT:**

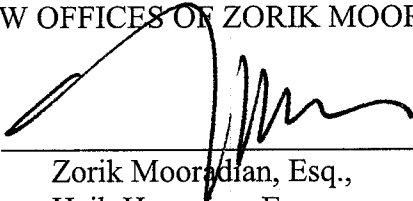
2 Pursuant to the Court's concerns expressed at the Preliminary Approval Hearing on
3 January 16, 2018, Plaintiffs have decided to forego requiring Kamran Settlement Class
4 Members to submit claims in order to claim their individual shares. The Kamran Class
5 Notice and Kamran Postcard have been amended to reflect an opt-out settlement instead,
6 redlines of which are attached hereto as **Exhibit "A"** and **Exhibit "B"** respectively and final
7 versions of which are appended to the concurrently submitted proposed order.

8 Plaintiffs and Kamran considered the Court's proposal to mail settlement shares
9 upon preliminary approval but realized such is not feasible given Kamran's obligation to
10 fund the settlement over a three year period. Plaintiffs instead decided to proceed on an opt-
11 out basis, as preferred by the Court, with a single distribution occurring after the settlement
12 is fully funded by Kamran, as reflected by the revised documents.

13 Pursuant to the Court's request at the hearing, the Settlement has also been submitted
14 to the LWDA online and attached is the Declaration of Zorik Mooradian indicating that
15 counsel has no interest or involvement with the selected cy pres beneficiary in this case.

16
17 Dated: January 26, 2017

LAW OFFICES OF ZORIK MOORADIAN

18
19 By: 

20 Zorik Mooradian, Esq.,
21 Haik Hacopian, Esq.,
22 Attorneys for Plaintiff Esther Fuentes,
23 individually and on behalf of other
24 persons similarly situated and other
25 aggrieved employees

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*Esther Fuentes v. Kamran Staffing, Inc., Deco Lighting, Inc., LASC Case No. BC604535;
Walter Denny v. Kamran Staffing, Inc., Deco Enterprises, Inc., LASC Case No. BC661821*

As an employee of Kamran Staffing in California who received wage statements or paystubs from Kamran at any time between December 17, 2014 and September 15, 2017, you may be entitled to receive money from a proposed class action settlement ~~if you submit a claim form online at www.kamranpaystubsettlement.com or print, complete, and mail a claim form to the Settlement Administrator.~~

*The California Superior Court, County of Los Angeles authorized this Class Notice.
This is not a solicitation from a lawyer. This is not a lawsuit against you. You have not been sued.*

**PLEASE READ THIS CLASS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED BY IT.**

- A proposed class action settlement of \$390,000 has been reached between Plaintiff Esther Fuentes, Plaintiff Walter Denny (“**Plaintiffs**” or “**Class Representatives**”) and Defendant Kamran Staffing, Inc. (hereinafter “**Kamran**”) on behalf of Kamran Settlement Class Members.
- The settlement resolves the following two class action lawsuits as to whether Kamran provided its employees with legally compliant wage statements or paystubs: *Esther Fuentes, individually and on behalf of all others similarly situated and other aggrieved employees, v. Kamran Staffing, Inc., Deco Lighting, Inc.*, Los Angeles County Superior Court Case No. BC604535 (“**Fuentes Lawsuit**”) and *Walter Denny, individually and on behalf of others similarly situated v. Kamran Staffing, Inc., Deco Enterprises, Inc.*, Los Angeles County Superior Court Case No. BC661821 (“**Denny Lawsuit**”), wherein Plaintiffs allege various wage and hour violations. The Settlement also avoids the costs and risks from continuing the Lawsuits, pays money to persons like you, and releases Kamran from alleged liability as to whether it issued non-compliant wage statements or paystubs.
- The Court has not made a determination of the validity of the claims in the Lawsuits. Kamran denies any and all liability arising from any of the claims and contends that at all relevant times it complied with applicable laws.
- This Settlement will be used to settle claims of all Kamran Settlement Class Members. The amount of Kamran Settlement Class Members’ individual settlements will be determined by the number of wage statement or paystubs they received between December 17, 2014 and September 15, 2017.
- Lawyers for the Kamran Settlement Class Members will be asking the Court to award up to \$130,000 to be paid out of the settlement (one-third) as attorneys’ fees for investigating the facts, litigating the case, and negotiating the settlement, as well as litigation costs and expenses, not to exceed \$9,300, incurred during the case. They also will ask the Court to approve: (1) a \$7,500 payment to the California Labor and Workforce Development Agency; and (3) up to a maximum of \$52,000 to the Settlement Administrator for costs incurred in administering this Settlement.
- Your [Claim Form Postcard](#) sets forth an estimate of your share of the Settlement.

EXHIBIT A

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM TO RECEIVE PAYMENT AND PARTICIPATE DO NOTHING	You will automatically receive payment from the Settlement and you will give up any right you may have to sue for alleged violations and related claims released by the Settlement. (See Sections 10 and 19, below) If you would like to participate in the settlement and receive payment, you are required to properly submit a completed Claim Form to the Settlement Administrator, which you may submit online at www.kamranpaystubsettlement.com, or print, complete, and mail the Claim Form to the Settlement Administrator. You may also contact the Settlement Administrator and request that a copy of your Claim Form be mailed to you for your completion and return. Your Claim Form must be submitted on or before [INSERT DATE]. If the Court approves the settlement you will receive a distribution based on the number of wage statements or paystubs you received during the applicable time period. Your estimated settlement amount has been determined by the formula set forth in Section 10, below, and is set forth in your Claim Form. If you do not agree with the number of wage statements or paystubs presented to you in the <u>Claim Form Postcard</u>, you will have until [INSERT DATE] to submit any dispute regarding your individual workweek calculations. (See Section 10, below).
OPT OUT OR EXCLUDE YOURSELF	If you do not want to participate in the settlement you can opt-out. To opt-out, you must submit a written request for exclusion to the Settlement Administrator stating your intent to not be part of the settlement and sign and date the statement. The written statement must be postmarked on or before [INSERT DATE]. If you opt-out, you will not release any claims against Kamran and you will receive no benefit from this settlement. (See Section 13, below).
OBJECT	If you do not think the settlement is fair, <u>whether or not you submit a claim form and do not opt out</u>, then you may write to the Settlement Administrator about why you do not like the settlement and they will forward your concerns to the attorneys who will then provide it to the court. Your objection must be postmarked on or before [INSERT DATE]. (See Section 16, below). If you file an objection but choose not to submit a Claim Form and your objection is overruled, you will not

	receive a payment but will still have released your claims. You may not object if you have opted out.
DO NOTHING	You will not receive any payment from the Settlement, but you will still give up any right you may have to sue for alleged violations and related claims released by the Settlement. You get nothing and waive your rights. (See Section 19, below).

BASIC INFORMATION

1. Why did I get a Postcard about this Settlement?

The records of Kamran indicate that you were employed by Kamran in California and received wage statements or paystubs from Kamran at any time from December 17, 2014 through September 15, 2017 (“**Kamran Class Period**”) (See Section 6 below).

You were sent your Postcard because you have a right to know about a proposed settlement involving these lawsuits and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and after any objections and appeals are resolved, a “**Settlement Administrator**” appointed by the Court will make the payments that the settlement allows. This package explains the Lawsuits, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the California Superior Court for the County of Los Angeles. The persons who sued are called the Plaintiffs, and the organizations they sued are called the Defendants.

2. What are these Lawsuits about?

On December 17, 2015, Plaintiff Esther Fuentes filed a Class Action Complaint in the Los Angeles County Superior Court (Case No. BC604535) against Kamran. On April 5, 2016, Plaintiff Walter Denny filed a Class Action Complaint in the San Bernardino County Superior Court (Case No. CIVDS1605245) against Kamran. The Denny Lawsuit was later transferred to Los Angeles County Superior Court and assigned Case No. BC661821. The claims covered by the Lawsuits include: (1) Failure to Pay Wages, (including minimum and overtime wages); (2) Failure to Provide Meal Periods; (3) Failure to Provide Rest Periods; (4) Failure to Provide Accurate Itemized Wage Statements; (5) Failure to Pay All Wages Owed Upon Termination/Separation; and (6) Violations of the Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.). Representative claims under the California Private Attorneys General Act of 2004 (“PAGA”) have been added to both lawsuits.

Kamran has vigorously denied and defended against the allegations in the Lawsuits, asserting that it has no liability for any of the alleged claims under any statute, wage order, common law, or equitable theory.

3. Why is this a class action?

In a class action, one or more people called Class Representatives or Representative Plaintiffs sue on behalf of people who have similar claims. All these people comprise a Class and are referred to as Class Members, except those who decide to exclude themselves from the Class. One court resolves the issues for all Class Members.

4. Why is there a settlement?

Since these Lawsuits were filed, there has been an ongoing investigation, and information exchanged through formal and informal discovery. The parties have participated in settlement discussions and negotiations that included a mediation session with a highly respected neutral mediator. As a result, the parties reached this Settlement to avoid the cost and risk of further litigation. This Settlement covers claims for the issuance of non-compliant wage statements or paystubs only and does not cover any other claims relating to your employment with Kamran or any client employer of Kamran.

The Superior Court of California, County of Los Angeles, has not made a ruling on the merits of Plaintiffs' claims or Kamran's defenses. However, the Court has preliminarily approved the proposed Settlement. The Court will decide whether to give final approval to the Settlement at the Final Approval hearing scheduled for **[INSERT DATE]** at **[REDACTED]** a.m. The Court is located at 600 S. Commonwealth, Los Angeles, CA, 90005, Department 310.

The settlement does not mean that any law was broken. The proposed Settlement is a compromise of disputed claims and does not mean that Kamran violated any legal wage requirements or is liable for any of the charges made by Plaintiffs. Kamran denies all of the legal claims in the case, and also asserts that a class action is improper for any purpose other than this settlement. Plaintiffs and Class Counsel believe that this settlement is fair and reasonable and is in the best interest of all Kamran Settlement Class Members.

5. What is a class action settlement?

The Court must approve the terms of the settlement described below as fair and reasonable to the class. Once approved, the settlement will affect all Kamran Settlement Class Members except those who have opted out (*i.e.* excluded themselves). This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the amount of money you may get. Please read this entire Class Notice carefully.

WHO IS IN THE SETTLEMENT?

To see if you can get money from this settlement, you first have to decide if you are a Class Member.

6. How do I know if I am a Class Member?

The parties have agreed, subject to Court approval, that the Kamran Settlement Class consists of the following group:

All employees of Kamran in California who received wage statements or pay stubs from Kamran at any time beginning December 17, 2014 through September 15, 2017.

If you received a Postcard, you are considered to be a Kamran Settlement Class Member.

7. Are there exceptions to being included?

You can elect to be excluded from this settlement by opting out of this settlement and you will not be a Kamran Settlement Class Member.

8. I'm still not sure if I am a Class Member. What should I do?

You received the Postcard directing you to this website and Class Notice because Kamran's records indicate that you are a Kamran Settlement Class Member. If you believe you have received the Postcard in error, please notify the Settlement Administrator immediately.

If the Postcard was sent to a different address from where you now reside, you need to contact the Settlement Administrator and provide updated information so that any future correspondence, or the settlement checks themselves, reach you.

~~In order to receive payment under this Settlement, you must submit a Claim Form which may be submitted online at [www.kamranpaystubsettlement.com] or you may print a Claim Form from the website, complete it, and mail it to the Settlement Administrator at 50 Corporate Park Irvine, CA 92606~~do not have to take any action.

THE SETTLEMENT BENEFITS—WHAT YOU GET

9. What does the settlement provide?

The Settlement Agreement provides that Kamran will pay Three Hundred Ninety Thousand Dollars (\$390,000.00) (the "**Kamran Gross Settlement Amount**") to fully resolve the claims being settled and released in the Settlement. After payment of the sums awarded by the Court (1) to the Settlement Administrator for its costs, up to a maximum of Fifty Two Thousand Dollars (\$52,000.00); (2) to Settlement Class Counsel for their legal fees in the Action, including any work they do in the future, up to a maximum of One Hundred Thirty Thousand Dollars (\$130,000), which is 33 1/3% of the Kamran Gross Settlement Amount; (3) to Settlement Class Counsel for their litigation costs and expenses, up to a maximum of Nine Thousand Three Hundred Dollars (\$9,300.00); (4) to the California Labor and Workforce Development Agency, the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) as its share of PAGA remedies; the remaining sum, (the "**Kamran Net Settlement Amount**") will be distributed entirely to Kamran Settlement Class Members who qualify to receive payment.

The actual and complete terms of the Settlement are set forth in the Joint Stipulation of Class Action Settlement and Release ("Settlement Agreement") filed with the Court. You can obtain a complete copy of the Settlement Agreement by calling Settlement Class Counsel, whose contact information is provided in Section 20, below.

10. How much will my payment be? How do I receive payment?

~~As a Kamran Settlement Class Member, you must submit a Claim Form, no later than [INSERT DATE], in order to receive payment. The Claim Form may be submitted online at [www.kamranpaystubsettlement.com] or you may print a Claim Form from the website, complete it, and mail it to the Settlement Administrator at 50 Corporate Park Irvine, CA 92606~~will automatically receive payment if you do not take any action.

An estimate of your share of the Kamran Net Settlement Amount, if you ~~timely submit a Claim Form~~do not opt out, is set forth in your ~~Claim Form~~Postcard and is calculated pursuant to the method set forth below:

Each Participating Kamran Class Member's Kamran Individual Settlement Amount will be based on the number of paystubs or wage statements received by the Participating Kamran Class Member during the Kamran Class Period. The value of each wage statement shall be determined by dividing the Kamran Net Settlement Amount by the total number of wage statements available to the Kamran Settlement Class. Except as set forth herein, each Participating Kamran Class Member shall receive a gross payment equal to the number of his or her wage statement multiplied by the value of each wage statement.

Taxation of your Kamran Individual Settlement Payment will be as follows:

The entirety of each Participating Kamran Class Member's Kamran Individual Settlement Amount will be treated as prejudgment interest, penalties, and statutory non-wage payments on which there will be no tax withholding and for which an IRS Form 1099 (marked "Other Income") shall be issued if the payment is above the minimum threshold required for the issuance of a Form 1099.

The Settlement Administrator shall be responsible for issuing the payments and issuing required tax forms.

What if I believe the number of my wage statements are wrong? If you wish to dispute the number of wage statements set forth in your ~~Claim Form~~ **Postcard**, you must provide written documentation to the Settlement Administrator regarding what you contend is the correct information. Kamran's records will have a rebuttable presumption of correctness and will control absent the Settlement Administrator being persuaded otherwise. You have until **[INSERT DATE]** to submit any dispute to the Settlement Administrator.

11. When would I get my payment?

The Court will hold a hearing on **[INSERT DATE]** at **[TIME]**, to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the settlement, check the case website at www.kamranpaystubssettlement.com, or call the Settlement Administrator at **1-800-542-0900** or Class Counsel. *Please be patient.*

If the Court approves the settlement and if you ~~submit a Claim Form and~~ do not opt out, your individual payment set forth in your ~~Claim Form~~ **Postcard** is expected to be distributed ~~in two installments on~~ **[INSERT DATE]** ~~if there are no appeals or delays~~. This is because Kamran will be making monthly installment payments over a thirty six (36) month period to fund the settlement. ~~If there are no appeals or delays, the anticipated date of the first distribution is [INSERT DATE] and the anticipated date of the second distribution is [INSERT DATE].~~

Uncashed Checks: Any checks not cashed during the 180 day period after the second and final distribution shall be void and the Settlement Administrator shall pay the funds from any uncashed Kamran Individual Settlement Payments pursuant to California Code of Civil Procedure Sec. 384 as follows: (1) Twenty-five percent (25%) to the State Treasury for deposit in the Trial Court Improvement and Modernization Fund, (2) Twenty-five percent (25%) to the State Treasury for deposit into the Equal Access Fund of the Judicial Branch; and (3) Fifty percent (50%) to Chrysalis, which is a 501(c)(3) non-profit corporation selected by the Parties and which describes itself as "a non-profit organization dedicated to creating a pathway to self-sufficiency for homeless and low-income individuals by providing the resources and support needed to find and retain employment" (www.changelives.org).

Please note that the above distribution dates ~~are-is~~ only an estimates based on the information available to the Parties at this time and it is likely that the actual distributions will occur well after the above noted dates. Your distribution is expected to be mailed to the address where you received your Postcard. **If your mailing address changes for any reason, you must promptly notify the Settlement Administrator to ensure that your installment payments are is mailed to the correct address.**

12. What am I releasing?

Upon payment of the final installment by Kamran, and except as to such rights or claims as may be created by this Agreement, each Participating Kamran Class Member will fully and forever release and discharge Kamran and any

parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, offices, directors and attorneys thereof, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, which relate to the allegations and claims asserted in the Actions, or which could have been asserted and arise from or are reasonably related to any of the allegations set forth in the operative Complaints, including without limitation statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, interest, restitution, equitable relief, or any other relief, including claims based on the following categories of allegations: (a) all claims for wage statement violations; (b) all claims asserted through California Labor Code sections 2698 et seq. (the Private Attorneys General Act of 2004) arising out of the aforementioned claim; and (c) all claims asserted through California Business & Professions Code § 17200 et seq. arising out of the aforementioned claim. This release shall apply to all claims arising at any point between December 17, 2014 and September 15, 2017.

HOW YOU OPT OUT

13. How can I opt out of this settlement?

If you do not want to remain a member of the Kamran Settlement Class, you may opt out of the class action Settlement. You may opt out of the Settlement by mailing a written request for exclusion to the Settlement Administrator, CPT Group, Inc., postmarked no later than **[INSERT DATE]**. The request for exclusion must be submitted in writing in any form you choose but must be signed and dated by you and must include your name, address, telephone number, last four digits of your Social Security number and a statement that you wish to be excluded from the Settlement. If you timely opt out of the Settlement, you will no longer be a member of the Kamran Settlement Class and you will be barred from participating in this Settlement. You will not receive any settlement payment if you opt out of this Settlement. By timely opting out of the Settlement, you will retain whatever rights or claims you may have, if any, against Kamran, and you will be free to hire your own attorney to pursue those claims on an individual basis, or you may represent yourself, if you choose to do so.

If you do not opt out, you will be bound by all the terms of the Settlement Agreement, including the release of claims set forth above, meaning that you cannot separately sue Kamran, its employees, or any other related persons or entities for the matters being settled in this case. You will also be releasing your ability to file or prosecute any claims, suits, or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement) regarding claims released by the Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

To represent you and other Kamran Class Members in this action, the Court has appointed Zorik Mooradian and Haik Hacopian of the Law Offices of Zorik Mooradian, and Samuel A. Wong, Jessica L. Campbell, Esq., and Ali S. Carlsen of the Aegis Law Firm, PC. These lawyers are called Class Counsel. They will be compensated from the Kamran Gross Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$130,000 to them for attorneys' fees, or one third (33 1/3%) of the Kamran Gross Settlement Amount. The fees will pay Class Counsel for investigating the facts, litigating the case and negotiating and finalizing the settlement. Class Counsel will also ask the Court to award litigation costs

and expenses, not to exceed \$9,300.00. Kamran has agreed not to oppose Class Counsel's application for these fees and costs. The Court may choose to award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

16. How do I tell the Court that I do not like the settlement?

You may object to the Settlement either personally or through an attorney, by timely mailing a written notice that you are objecting to the Settlement Administrator (CPT Group, Inc.) postmarked no later than **[INSERT DATE]**. In order for your objection to be considered, you must not have opted out. The Final Approval Hearing is presently set for **[date]** at **[time]**. ~~If you timely submit a written objection and have not opted out, y~~You may appear, personally or through an attorney, at your own expense, at the Final Approval Hearing to present your objection directly to the Court. If you wish to file any legal briefs, papers or memoranda in support of your objection, you may provide them to the Settlement Administrator with your written notice that you are objecting or you may file them directly with the Court.

All objections must be signed and must contain the following information:

- Your name;
- Your address;
- Your telephone number;
- The name of the case (Kamran Paystub Class Actions);
- A description of your objections.

If you object to the Settlement and if the Court approves the Settlement, you will be bound by the terms of the Settlement Agreement in the same way as a Kamran Settlement Class member who does not object. You will also receive a settlement payment if you ~~timely submit a Claim Form. If you file an objection but choose not to submit a Claim Form and your objection is overruled, you will not receive a payment but will still have released your claims~~do not exclude yourself.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to.

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at **[]** a.m. on **[]**, at the Los Angeles County Superior Court, Dept. 310, 600 S. Commonwealth Ave., Los Angeles, CA 90005. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge will listen to people who have appeared and asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

The date of the Fairness Hearing may change without formal notice to you and any change will be posted on the settlement website at www.kamranpaystubsettlement.com, which you should check periodically.

18. Do I have to come to the hearing?

No. Class Counsel will represent the Participating Kamran Class Members at the hearing. But, you are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will ~~not~~ receive ~~any~~ your settlement payment. You will remain a member of the Settlement Class and will be bound by all the terms of the Settlement Agreement, including the release of claims set forth in Section 12 above, meaning that you cannot separately sue Kamran, its employees, or any other related persons or entities for the matters being settled in this case. You will also be releasing your ability to file or prosecute any claims, suits, or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement) regarding claims released by the Settlement.

GETTING MORE INFORMATION

20. Are there more details about the settlement?

This Class Notice summarizes the proposed settlement. You may call or contact Class Counsel or the Settlement Administrator if you would like more information about the case. If you would like a complete copy of the Settlement Agreement, please contact Settlement Class Counsel. You may also go to the Court Clerk’s office during regular business hours and view the Court file.

THE SETTLEMENT ADMINISTRATOR FOR THE SETTLEMENT IS:	SETTLEMENT CLASS COUNSEL	COUNSEL FOR DEFENDANT KAMRAN:
CPT Group, Inc. 50 Corporate Park Irvine, CA 92606 Phone: (800) 542-0900 Fax: (949) 419-3446 www.cptgroup.com	Zorik Mooradian zorik@mooradianlaw.com Haik Hacopian Law Offices of Zorik Mooradian 5023 N. Parkway Calabasas Calabasas, California 91302 Telephone: (818) 876-9627 Facsimile: (888) 783-1030 Samuel A. Wong swong@aegislawfirm.com Jessica L. Campbell jcampbell@aegislawfirm.com Ali S. Carlsen acarlsen@aegislawfirm.com AEGIS LAW FIRM, PC 9811 Irvine Center Drive, Ste. 100 Irvine, California 92618 Telephone: (949) 379-6250 Facsimile: (949) 379-6251	Bryan S. Doss bryandoss@dosslegalservices.com The Doss Law Firm, APC 355 South Grand Ave., Ste. 2450 Los Angeles, CA 90071 Telephone: (213) 943-1388

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PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DECO, OR KAMRAN WITH INQUIRIES.

The statements in this document are not findings by a court of law. These statements are not an expression of opinion or approval by a judge. This notice is based only on statements by the Parties to these Lawsuits. You received this notice to help you decide what steps, if any, to take about these Lawsuits.

LEGAL NOTICE of Proposed Class Action Settlement <i>A court authorized this notice. This is <u>not</u> a solicitation from a lawyer. Please read this notice carefully as your legal rights may be affected.</i> You may be eligible for payment from a class action settlement if you submit a claim because you have been identified as a recipient of wage statements from Kamran Staffing, Inc. at any time between December 17, 2014 and September 15, 2017. [SPANISH TRANSLATION OF ABOVE, to also indicate that a Spanish translation of the Class Notice may be accessed from website]	[mailing info, to also include uniqueID number/code above mailing address]
www.kamranpaystubsettlement.com	

This is to notify you that a settlement has been reached in two lawsuits entitled: (1) *Esther Fuentes v. Kamran Staffing, Inc., Deco Lighting, Inc.*, Los Angeles County Superior Court Case No. BC604535; and (2) *Walter Denny v. Kamran Staffing, Inc., Deco Enterprises, Inc.*, Los Angeles County Superior Court Case No. BC661821, which allege that Kamran issued wage statements or paystubs that are not compliant with California law. Kamran denies any and all liability arising from any of the claims and contends that at all relevant times it ~~complies~~ complied with applicable laws. The Court has not decided who is right. Instead, both sides have agreed to settle the lawsuits to avoid the cost, delay, and uncertainty of litigation.

Who is Included? The settlement covers employees of Kamran Staffing in California who received wage statements or paystubs from Kamran at any time between December 17, 2014 and September 15, 2017 ("Class Period"). Kamran's records show that you are one of these employees, referred to as "Kamran Settlement Class Members."

Your Options: Subject to Court approval, Kamran Settlement Class Members can obtain payment ~~by submitting a claim form, which can be submitted electronically online or by mail, in either event no later than [INSERT DATE] if they do not exclude themselves (opt-out) from the Settlement.~~ **IF YOU DO NOTHING, YOU MUST SUBMIT A CLAIM FORM TO WILL AUTOMATICALLY RECEIVE A PAYMENT UNDER THIS SETTLEMENT.** You can obtain a full notice of the proposed settlement ~~or retrieve your claim form~~ by visiting www.kamranpaystubsettlement.com or by calling the Settlement Administrator, CPT Group, at 1-800-542-0900. The amount that each class member ~~submitting a claim form~~ will receive will depend on the number of wage statements or paystubs he or she received at any time ~~between December 17, 2014 and September 15, 2017~~ during the Class Period. The amount to be distributed to class members will be the amount remaining after deductions from the \$390,000 gross settlement for: (1) attorney fees, not to exceed \$130,000 (one-third of the gross); (2) litigation costs and expenses, not to exceed \$9,300; (3) settlement administration costs, not to exceed \$6052,000; and (4) a payment the Cal. Labor and Workforce Development Agency ("LWDA"), not to exceed \$7,500. If the court awards the maximum amounts and assuming that 100% of all class members ~~submit claims~~ participate, your individual share of the settlement is estimated to be: [AMOUNT] and which is based on [NUMBER] paystubs. To the extent that the Court approves the settlement and awards less than the maximum amounts and/or to the extent that less than 100% of the class members ~~submit claims~~ participate, your individual share of the settlement is expected to be proportionately greater. If the Court approves the Settlement, Kamran Staffing will fund the settlement over a three-year period and your payment is expected to be mailed on [INSERT DATE] to the address where this postcard was delivered. If you need to update your address or if you move, please contact the Settlement Administrator to make sure that your payment reaches you.

If you do nothing, you will ~~not~~ receive ~~any~~ a payment from the settlement ~~but~~ and you will ~~still~~ give up any right you may have to sue for the alleged wage statement violations and related claims released by the settlement. If you do not want to participate in the settlement, you may submit a written request for exclusion (opt-out) to the Settlement Administrator and you will not be legally bound by the settlement. If you do not exclude yourself, you may object to the settlement. Exclusion requests and objections must be submitted no later than [INSERT DATE].

The Court will hold a hearing on [INSERT DATE] at [TIME], in Dept. 310 at the Los Angeles County Superior Court located at 600 S. Commonwealth Ave., Los Angeles, CA 90005. At this hearing, the Court will decide whether to approve the settlement and approve awards for attorneys' fees, litigation costs and expenses, administration fees, and payment to the LWDA.

For further information about the settlement, ~~or to submit or obtain your claim form,~~ or instructions on how to exclude yourself from or object to the settlement, go to www.kamranpaystubsettlement.com or call the Settlement Administrator at 1-800-542-0900.