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County of Los Angeles

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[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]

NOTICE OF MOTION AND MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT;  
DECLARATION OF ZORIK  
MOORADIAN WITH EXHIBIT;  
DECLARATION OF HAIK  
HACOPIAN; DECLARATION OF  
KASHIF HAQUE; DECLARATION  
OF ESTHER FUENTES; AND  
[PROPOSED] ORDER

Date: December 5, 2017

Time: 10:00 a.m.

Dept.: 310

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

Plaintiffs,

v.

Case No.: BC661821

Related to Case No. BC604535 [Lead Case]

CLASS AND REPRESENTATIVE  
ACTION

[Assigned to Hon. Kenneth R. Freeman

LAW OFFICES OF  
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(818) 876-9627

PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT

|   |                               |                      |
|---|-------------------------------|----------------------|
| 1 | KAMRAN STAFFING, INC., DECO   | <i>in Dept. 310]</i> |
| 2 | ENTERPRISES, INC., and DOES 1 |                      |
| 3 | through 20, inclusive,        |                      |
| 4 | Defendants                    |                      |

5

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15

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

17 situated

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1           **PLEASE TAKE NOTICE** that, pursuant to Cal. Rules of Court, rule 3.769, on  
2 December 5, 2017 at 10:00 a.m. or as soon thereafter as the matter may be heard in  
3 Department 310 of the above-entitled Court located at 600 S. Commonwealth Ave., Los  
4 Angeles, California 90005, Plaintiff Esther Fuentes and Plaintiff Walter Denny  
5 ("Plaintiffs"), individually and on behalf of a similarly-situated class of individuals, will and  
6 hereby do move this Court for an order:

- 7           1.     Preliminarily approving the proposed class settlement of this lawsuit;
- 8           2.     Provisionally certifying the Settlement Classes, defined as follows:

9                   **Deco Settlement Class:** All direct non-exempt or hourly  
10 employees of Defendant Deco Lighting, Inc. and all non-  
11 exempt or hourly employees placed for work with Defendant  
12 Deco Lighting, Inc. by Defendant Kamran Staffing, Inc. in the  
State of California during the period of time beginning  
December 17, 2011 through September 15, 2017 ("Deco Class  
Period").

13                   **Kamran Settlement Class:** All employees of Defendant  
14 Kamran Staffing, Inc. in California who received wage  
15 statements or pay stubs from Defendant Kamran Staffing, Inc.  
during the period of time beginning December 17, 2014  
through September 15, 2017 ("Kamran Class Period").

- 16           3.     Preliminarily appointing Plaintiffs, Esther Fuentes and Walter Denny, as  
17 Class Representatives;
- 18           4.     Preliminarily appointing Zorik Mooradian and Haik Hacopian of the Law  
19 Offices of Zorik Mooradian and Kashif Haque, Samuel A. Wong, Jessica L. Campbell, Ali  
20 S. Carlsen, and Shelly D. Song of the Aegis Law Firm, PC as Class Counsel;
- 21           5.     Preliminarily approving the proposed settlement of Plaintiffs' Private  
22 Attorneys General Act ("PAGA") claims;
- 23           6.     Appointing CPT Group as the third-party settlement administrator;
- 24           7.     Scheduling a hearing to consider whether the class settlement should be  
25 finally approved and whether to award amounts for the service payments to the Class  
26 Representatives, attorneys' fees and costs to Class Counsel, and settlement administration  
27 costs; and
- 28           8.     Approving the proposed Deco Class Notice, Kamran Class Notice, Kamran

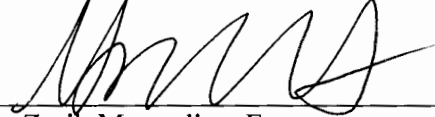
1 Claim Form, and Kamran Postcard and ordering that they shall be disseminated to the  
2 proposed Settlement Classes as provided in the Joint Stipulation of Class Action Settlement  
3 and Release.

4 This Motion is based on this Notice of Motion, the accompanying Memorandum of  
5 Points and Authorities, the Declaration of Zorik Mooradian with Exhibit, the Declaration of  
6 Haik Hacopian, the Declaration of Kashif Haque, the Declaration of Esther Fuentes, the  
7 pleadings and other papers filed in this action, and on any further oral or documentary  
8 evidence or argument presented at the time of hearing.

9 The Joint Stipulation of Class Action Settlement and Release is attached as **Exhibit**  
10 **"A"** to the Declaration of Zorik Mooradian. The proposed Deco Class Notice, Kamran Class  
11 Notice, Kamran Claim Form, and Kamran Postcard are attached as **Exhibits "1-4"** to the  
12 Joint Stipulation of Class Action Settlement and Release. See Mooradian Decl. ¶9, Ex. A.

13  
14 Dated: November 6, 2017

LAW OFFICES OF ZORIK MOORADIAN

15  
16 By: 

Zorik Mooradian, Esq.,  
Haik Hacopian, Esq.,  
Attorneys for Plaintiff Esther Fuentes,  
individually and on behalf of other  
persons similarly situated and other  
aggrieved employees

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs, Esther Fuentes and Walter Denny (“Class Representatives” or  
4 “Plaintiffs”), and Defendants, Deco Enterprises, Inc. (“Deco”) and Kamran Staffing, Inc.  
5 (“Kamran”), have reached a proposed class settlement with a non-reversionary Gross  
6 Settlement Amount of \$625,000. This settlement resolves two class action lawsuits and  
7 settles all asserted wage and hour claims for Deco Settlement Class Members on an opt-out  
8 basis; and separately resolves a highly defensible wage statement violation claim for  
9 Kamran Settlement Class Members on a claims made basis (who will be directed to submit  
10 their claim online). The Gross Settlement Amount is allocated \$235,000 to the Deco  
11 Settlement Class and \$390,000 to the Kamran Settlement Class.

12 The estimated simple average settlement payment to Deco Settlement Class  
13 Members, assuming no opt-outs and the maximum class size of 275, is \$469.88. For Kamran  
14 Settlement Class Members, the estimated simple average settlement payment, assuming  
15 submission of a 25%-33% of the 21,233 potential claims, is \$27-\$36.

16 The proposed settlement is memorialized in the “Joint Stipulation of Class Action  
17 Settlement and Release” hereinafter referred to as “Settlement Agreement” or “S.A.” A true  
18 and correct copy of which is attached to the accompanying Declaration of Zorik Mooradian  
19 (hereinafter “Mooradian Decl.”) as **Exhibit “A”**.

20 The Parties have conducted an investigation concerning the facts and law during the  
21 pendency of this litigation including formal and informal discovery, exchange of  
22 information, conferences, inquiry into the financial resources of Defendants, and a  
23 mediation session before an experienced mediator with wage and hour experience, Mr. Mike  
24 D. Young.

25 This proposed settlement is well within the range of what constitutes a fair,  
26 reasonable, and adequate settlement to all concerned especially in light of the legal and  
27 factual obstacles that Plaintiffs faced, the sharply contested issues involved, the risks and  
28 costs of further litigation, and the tangible monetary benefits to be received by Plaintiffs and

1 the Settlement Classes. The proposed notice procedure comports with Cal. Rules of Court,  
2 rule 3.769 and due process requirements. The notice program should be approved and a final  
3 fairness hearing set.

## 4 5 **II. SUMMARY OF THE LITIGATION**

### 6 **A. Defendants Deco Enterprises, Inc. (“Deco”) and Kamran Staffing, Inc. 7 (“Kamran”)**

8 Defendant, Deco Enterprises, Inc. (“Deco”), is engaged in the business of  
9 manufacturing and sale of lighting products with a focus on environmentally friendly  
10 technologies. Deco is headquartered and operates out of a facility located in Commerce,  
11 California, where Plaintiffs and the Deco Settlement Class Members worked. Defendant,  
12 Kamran Staffing, Inc. (“Kamran”) is staffing agency that places individuals for work with  
13 various client entities in California, such as Deco. Plaintiffs were placed for work with Deco  
14 by Kamran. Deco also had direct employees as well as employees from staffing agencies.  
15 Mooradian Decl. ¶6.

### 16 **B. Plaintiffs’ Lawsuits**

17 On December 17, 2015, Plaintiff Esther Fuentes filed her Class Action Complaint  
18 against Defendant Kamran Staffing, Inc. (“Kamran”) in Los Angeles County Superior  
19 Court, bearing case number BC604535, asserting claims for (1) Failure to Pay Wages, (2)  
20 Failure to Timely Pay Wages at Termination/Separation, (3) Failure to Provide Accurate  
21 Wage Statements, and (4) Violations of Unfair Business Practices Act, Sec. 17200. On  
22 March 18, 2016, a First Amended Complaint was filed adding a claim for Failure to Provide  
23 Meal Periods and a claim under the Private Attorneys General Act (“PAGA”). On August  
24 23, 2016, Plaintiff Fuentes added Deco to her complaint. Mooradian Decl. ¶7.

25 On April 5, 2016, Plaintiff Walter Denny filed his Class Action Complaint in San  
26 Bernardino against Kamran and Deco. Haque Decl. ¶3. On June 7, 2016, a First Amended  
27 Complaint was filed which asserted claims for unpaid minimum wages, meal period and rest  
28 break violations, and various other wage and hour claims, including a PAGA claim. Haque

Decl. ¶4. On May 27, 2017, the Denny action was transferred from San Bernardino Superior Court to Los Angeles Superior Court. Haque Decl. ¶6. On August 9, 2017, the Kamran and Denny matters were related. Haque Decl. ¶7.

### **C. Discovery and Mediation**

These lawsuits have involved formal and informal discovery, and voluntary exchanges of information between the Parties including significant documents and wage related electronic records for Plaintiffs and the putative classes in addition to documents related to time recording, and meal/rest break policies and practices. Counsel has reviewed and analyzed the foregoing records in addition to assessment of financial records provided by Defendants. The Parties have conducted investigation of facts and law during the prosecution of the litigation, and have investigated the applicable law as applied to the facts discovered regarding the alleged claims of Plaintiffs and potential defenses thereto, and the damages claimed by Plaintiffs on behalf of themselves and the classes they seek to represent. Mooradian Decl. ¶8.

On March 1, 2017, Plaintiffs, Deco, and Kamran mediated their dispute with mediator Mr. Mike D. Young and were able to reach a resolution at that time as to the Deco Settlement Class for the Deco Gross Settlement Amount (\$235,000). Thereafter, Plaintiffs and Kamran continued their negotiations and after extensive exchanges, agreed to a paystub only settlement as to the Kamran Settlement Class with additional funding by Kamran of the Kamran Gross Settlement Amount (\$390,000). The combined settlement was subsequently memorialized between the Parties and the Joint Stipulation of Class Action Settlement and Release (“Settlement Agreement”) was agreed upon, a true and correct copy of which is attached as **Exhibit “A”** to the Declaration of Zorik Mooradian. Mooradian Decl. ¶9, Ex. A.

## **III. THE PROPOSED SETTLEMENT**

### **A. The Essential Terms of the Settlement**

If the Court approves this settlement, Defendants will pay the non-reversionary gross settlement amount of \$625,000 ("Gross Settlement Amount" or “GSA”) with Deco paying

the sum of \$200,000 and Kamran paying the sum of \$425,000. The entire \$200,000 amount payable by Deco and \$35,000 of the \$425,000 amount payable by Kamran shall be paid to the Deco Settlement Class (“Deco Gross Settlement Amount” or “Deco GSA”) on an opt-out basis; and \$390,000 of the amount payable by Kamran shall be paid to the Kamran Settlement Class (“Kamran Gross Settlement Amount” or “Kamran GSA”) on a claims made basis. These amounts will be in addition to the employer share of payroll taxes on the portion of individual settlements allocated to wages. The Deco GSA is premised on a class size not to exceed 275 members. The Kamran GSA is premised on a total number of 210,000 wage statements. S.A. ¶4.1.

The principal monetary terms of the settlement and their respective allocations are summarized below:

|                                                | Deco allocation         | Kamran allocation    |
|------------------------------------------------|-------------------------|----------------------|
| Gross Settlement Amount, S.A. ¶4.1.            | <b>\$235,000</b>        | <b>\$390,000</b>     |
| (-) Attorneys’ Fees (1/3), S.A. ¶4.9.          | (-) \$78,333.33         | (-) \$130,000        |
| (-) Documented Litigation Costs, S.A. ¶4.9.    | (-) \$5,700             | (-) \$9,300          |
| (-) Service Payments, S.A. ¶4.8.               | (-) \$10,000            |                      |
| (-) LWDA Payments, S.A. ¶4.7.                  | (-) \$3,750             | (-) \$7,500          |
| (-) Settlement Administrator costs, S.A. ¶7.1. | (-) \$8,000             | (-) \$52,000         |
| Total Deductions from Gross:                   | <b>(-) \$105,783.33</b> | <b>(-) \$198,800</b> |
| Net Settlement Amount, S.A. ¶¶4.2 & 4.3        | <b>\$129,216.67</b>     | <b>\$191,200</b>     |

Based on information provided by Deco, there are not more than 275 Deco Settlement Class Members. As such, the approximate estimated simple average settlement payment, assuming 100% participation, would be \$469.88. Kamran has represented that the Kamran Settlement Class consists of 21,233 potential claimants who received approximately 210,000 wage statements during the Kamran Class Period. The estimated simple average settlement payment, assuming a potential claims rate ranging between 25% and 33% would

1 be is \$27-\$36. Mooradian Decl. ¶10.

2 A significant factor in agreeing to the Settlement was Defendants' financial  
3 condition. Plaintiffs' counsel reviewed financial records provided by Defendants bearing on  
4 their ability to fund a settlement which included profit and loss statements and liability  
5 records. It is counsel's belief that the \$625,000 Gross Settlement Amount, including the  
6 \$390,000 Kamran Gross Settlement Amount which is to be funded over a three year term,  
7 maximizes the recovery in light of Defendants' financial resources. Mooradian Decl. ¶11.

8 **B. Funding and Distribution of the Gross Settlement Amount**

9 1. Deco Gross Settlement Amount

10 Within ten (10) business days after the Court grants Final Approval, Defendants will  
11 deposit money with the Settlement Administrator in an amount equal to the Deco GSA  
12 (\$235,000) plus the employer share of payroll taxes, to pay (1) the Deco Settlement Class  
13 per the terms of the final settlement agreement, and (2) to the extent allocated to the Deco  
14 GSA, court approved attorneys' fees and costs, administration costs, the LWDA payment,  
15 the service payments, and the payroll taxes described herein. S.A. ¶8.1.

16 If no objection to the Settlement is pending at the time of the Final Approval  
17 Hearing, the Settlement Administrator shall disburse all payments allocated to the Deco  
18 GSA, including individual settlement checks to Participating Class Members, the LWDA  
19 payment, the Class Representative Awards, and Class Counsel's attorney's fee award and  
20 approved litigation costs, no later than thirty (30) calendar days after receipt of the Deco  
21 GSA from Defendants. S.A. ¶8.3.

22 2. Kamran Gross Settlement Amount

23 Within thirty (30) days after the Court grants Final Approval, Kamran will  
24 commence with the payment of equal monthly installment payments to fund the Kamran  
25 GSA (\$390,000), which will be payable over a period of thirty six (36) months to the  
26 Settlement Administrator, to pay (1) the Kamran Settlement Class per the terms of the final  
27 settlement agreement, and (2) to the extent allocated to the Kamran GSA, court approved  
28 attorneys' fees and costs, administration costs, the LWDA payment, and service payments.

1 S.A. ¶8.2.

2 The Settlement Administrator is to make two proportionate distributions of the  
3 Kamran GSA as follows: (1) the first distribution is to occur not later than ten (10) days after  
4 Kamran has paid the first eighteen (18) installment payments, or otherwise paid the first  
5 one-half of the Kamran GSA, to the Settlement Administrator; and (2) the second  
6 distribution is to occur not later than ten (10) days after Kamran has paid the second  
7 eighteen (18) installment payments, or otherwise paid the second one-half of the Kamran  
8 GSA, to the Settlement Administrator. With each of the two distributions, the Settlement  
9 Administrator is to make pro rata distributions to the appropriate parties for payments due  
10 under this Agreement. Any funds representing Kamran Individual Settlement Amounts that  
11 remain uncashed 180 days after the first distribution shall be made available to the  
12 respective claimant Participating Kamran Class Member as part of the second distribution.

13 S.A. ¶8.5.

14 **C. Settlement Class Members**

15 Settlement Class members are defined as follows:

16 **Deco Settlement Class:** All direct non-exempt or hourly employees of  
17 Defendant Deco Lighting, Inc. and all non-exempt or hourly employees  
18 placed for work with Defendant Deco Lighting, Inc. by Defendant Kamran  
19 Staffing, Inc. in the State of California during the period of time beginning  
December 17, 2011 through September 15, 2017 (“Deco Class Period”).  
S.A. ¶¶1.6 & 1.9.

20 **Kamran Settlement Class:** All employees of Defendant Kamran Staffing,  
21 Inc. in California who received wage statements or pay stubs from  
22 Defendant Kamran Staffing, Inc. during the period of time beginning  
December 17, 2014 through September 15, 2017 (“Kamran Class  
Period”). S.A. ¶¶1.7 & 1.10.

23 **D. Calculation and Tax Allocation of Individual Settlement Amounts**

24 1. Deco Individual Settlement Amounts

25 Each Participating Deco Class Member’s Deco Individual Settlement Amount, or the  
26 portion of the Deco Net Settlement Amount distributable to a Participating Deco Class  
27 Member, will be based on whether or not the Participating Deco Class Member is a former  
28 employee and the number of workweeks that the Participating Deco Class Member was

1 employed at Deco during the Deco Class Period as follows: Each Participating Deco Class  
2 Member employed by Defendants will receive 1 point for each workweek employed as a  
3 non-exempt employee during the Deco Class Period. Participating Deco Class Members  
4 who separated from their employment with Defendant during the Deco Class Period will  
5 receive 0.25 additional points for each workweek they were employed as a non-exempt  
6 employee during the Deco Class Period up to a maximum of 6 additional points to  
7 compensate them for their waiting time penalty claim. The value of a point shall be  
8 determined by dividing the Deco Net Settlement Amount by the total number of points  
9 available to the Deco Settlement Class. Except as set forth herein, each Participating Deco  
10 Class Member shall receive a gross payment equal to his or her points multiplied by the  
11 value of a point. S.A. ¶4.4.

12 One-third (33 1/3%) of each Participating Deco Class Member's Deco Individual  
13 Settlement Amount will be treated as wages, will be subject to normal tax withholding, and  
14 shall be reported to the taxing authorities on an IRS Form W-2. Two-thirds (66 2/3%) of  
15 each Participating Deco Class Member's Deco Individual Settlement Amount will be treated  
16 as prejudgment interest, penalties, and statutory non-wage payments on which there will be  
17 no tax withholding and for which an IRS Form 1099 (marked "Other Income") shall be  
18 issued if the payment is above the minimum threshold required for the issuance of a Form  
19 1099. S.A. ¶4.6.

## 20 2. Kamran Individual Settlement Amounts

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

1 S.A. ¶4.5. The entirety of each Participating Kamran Class Member’s Kamran Individual  
2 Settlement Amount will be treated as prejudgment interest, penalties, and statutory non-  
3 wage payments on which there will be no tax withholding and for which an IRS Form 1099  
4 (marked “Other Income”) shall be issued if the payment is above the minimum threshold  
5 required for the issuance of a Form 1099. S.A. ¶4.6.

6 **E. Notice and Claim Process for the Kamran Settlement Class**

7 The Parties have decided to require the Kamran Settlement Class to submit claims  
8 primarily due to the exceedingly high costs associated with alternatively proceeding on an  
9 opt out basis for a class size of 21,233 in light of the available gross settlement amount. The  
10 settlement administration costs are effectively halved, savings which are transferred to the  
11 class, by opting for an electronic claims submission process with a corresponding mailing of  
12 a notice postcard. Besides reducing costs, an electronic claim submission requirement may  
13 potentially facilitate the submission of more claims. Moreover, Kamran Class Members will  
14 also be presented with the option of printing and mailing in their Claim Forms. It is  
15 anticipated that anywhere from 15-35% of the Kamran Settlement Class Members will  
16 submit claims under the proposed scheme. Mooradian Decl. ¶12.

17 The Settlement Administrator shall mail a 4 x 6 postcard to all Kamran Class  
18 Members in the form approved by the Court (“Kamran Postcard”). The Kamran Postcard  
19 will direct Kamran Class Members to a website which will contain the Notice of Pendency  
20 of Class Action, Proposed Settlement and Hearing Date for Court Approval to all Kamran  
21 Class Members in the form approved by the Court, in both English and Spanish (“Kamran  
22 Class Notice”), and a claim form to all Kamran Class Members in the form approved by the  
23 Court, in both English and Spanish (“Kamran Claim Form”). The Kamran Postcard will  
24 include an explanation that Kamran Class Members must submit the Kamran Claim Form to  
25 claim their Kamran Individual Settlement Amount and that they may do so by either  
26 completing and submitting the Kamran Claim Form electronically through the website or by  
27 printing the Kamran Claim Form from the website, completing it, and mailing it to the  
28 Settlement Administrator. Kamran Class Members will also be advised that they may

1 request that the Settlement Administrator mail them a copy of the Kamran Claim Form. The  
2 Kamran Postcard will include a unique identification number or code for each Kamran Class  
3 Member which will facilitate submission of their claim electronically online. Upon visiting  
4 the website, Kamran Class Members will be presented with a link whereby they may submit  
5 their claim and will be directed to enter their unique identification code. Copies of the  
6 proposed Kamran Class Notice, the proposed Kamran Claim Form, and the proposed  
7 Kamran Postcard are attached as **Exhibits “2”, “3”, and “4”** to the Settlement Agreement.  
8 Mooradian Decl. ¶9.

9 **F. Opt-Outs and Objections**

10 Each Settlement Class Member will have sixty (60) calendar days from the date the  
11 Deco Class Notice and/or Kamran Postcard was mailed to submit a request for exclusion  
12 (opt-out) by U.S. mail to the Settlement Administrator. S.A. ¶7.7.

13 Only Settlement Class members who have not opted-out may object to the  
14 Settlement. Any Settlement Class Member who objects to this Settlement shall mail his or  
15 her objection to the Settlement Administrator within sixty (60) calendar days from the date  
16 the Deco Class Notice and Kamran Postcard were mailed, who will then provide any  
17 objections to the Parties for submission to the Court. S.A. ¶7.8.

18 **G. Release**

19 **RELEASE OF CLAIMS BY DECO SETTLEMENT CLASS MEMBERS WHO**  
20 **DO NOT OPT OUT:** Upon the final approval of the Settlement by the Court, and except as  
21 to such rights or claims as may be created by this Agreement, each Participating Deco Class  
22 Member will fully and forever release and discharge Defendants and any parent, subsidiary,  
23 affiliate, predecessor or successor, and all agents, employees, offices, directors and attorneys  
24 thereof, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs,  
25 expenses, attorneys’ fees, damages, action or causes of action contingent or accrued for,  
26 which relate to the allegations and claims asserted in the Actions, or which could have been  
27 asserted and arise from or are reasonably related to any of the allegations set forth in the  
28 operative Complaints, including without limitation statutory, constitutional, contractual or

1 common law claims for wages, damages, unpaid costs, penalties, liquidated damages,  
2 interest, restitution, equitable relief, or any other relief, including claims based on the  
3 following categories of allegations: (a) all claims for unpaid overtime; (b) all claims for  
4 meal and rest period violations; (c) all claims for unpaid minimum wages; (d) all claims for  
5 the failure to timely pay wages upon termination; (e) all claims for the failure to timely pay  
6 wages during employment; (f) all claims for wage statement violations; (g) all claims for  
7 failure to maintain accurate employment records; (h) all claims asserted through California  
8 Labor Code sections 2698 et seq. (the Private Attorneys General Act of 2004) arising out of  
9 the aforementioned claims; and (i) all claims asserted through California Business &  
10 Professions Code § 17200 et seq. arising out of the aforementioned claims. This release shall  
11 apply to all claims arising at any point between December 17, 2011 and September 15, 2017  
12 for work performed by Participating Deco Class Members for Defendant Deco only. S.A. ¶  
13 5.1.

14 **RELEASE OF CLAIMS BY KAMRAN SETTLEMENT CLASS MEMBERS**

15 **WHO DO NOT OPT OUT:** Upon payment of the final installment by Kamran, and except  
16 as to such rights or claims as may be created by this Agreement, each Participating Kamran  
17 Class Member will fully and forever release and discharge Kamran and any parent,  
18 subsidiary, affiliate, predecessor or successor, and all agents, employees, offices, directors  
19 and attorneys thereof, from any and all claims, debts, liabilities, demands, obligations,  
20 guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent  
21 or accrued for, which relate to the allegations and claims asserted in the Actions, or which  
22 could have been asserted and arise from or are reasonably related to any of the allegations  
23 set forth in the operative Complaints, including without limitation statutory, constitutional,  
24 contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated  
25 damages, interest, restitution, equitable relief, or any other relief, including claims based on  
26 the following categories of allegations: (a) all claims for wage statement violations; (b) all  
27 claims asserted through California Labor Code sections 2698 et seq. (the Private Attorneys  
28 General Act of 2004) arising out of the aforementioned claim; and (c) all claims asserted

1 through California Business & Professions Code § 17200 et seq. arising out of the  
2 aforementioned claim. This release shall apply to all claims arising at any point between  
3 December 17, 2014 and September 15, 2017. S.A. ¶ 5.2.

4 Only Named Plaintiffs will be providing a general release and waiver of Civil Code  
5 §1542. S.A. ¶ 5.3.

6 **H. Service Awards to Named Class Representatives**

7 As part of the settlement, at the time of seeking final approval of the proposed class  
8 action settlement, Plaintiff Fuentes and Plaintiff Denny will separately apply for service  
9 awards in the amount of Five Thousand Dollars (\$5,000) each for their services to the  
10 Settlement Class. S.A. ¶4.8. "[I]ncentive awards are fairly typical in class action cases . . .  
11 and are intended to compensate class representatives for work done on behalf of the class  
12 [and] to make up for financial or reputational risk undertaken in bringing the action." *In re*  
13 *Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380, 1393-94 (2010). Plaintiffs'  
14 requested service payments are intended to recognize Plaintiffs' contributions on behalf of  
15 the Settlement Class. Plaintiff, Fuentes, has provided factual information and documents to  
16 Plaintiff's counsel, assisted in identifying potential witnesses, and consulted with Plaintiff's  
17 Counsel to discuss the claims and theories at issue in the litigation and otherwise assisted  
18 with the litigation. Mooradian Decl., ¶13. Declaration of Esther Fuentes (hereinafter  
19 "Fuentes Decl."), ¶¶6 & 7.

20 **I. Attorneys' Fees & Costs**

21 Defendants agree not to oppose Plaintiffs' counsel's application for an attorneys' fees  
22 award of \$208,333.33, which is one-third (33 1/3%) of the Gross Settlement Amount of  
23 \$625,000, which is to be proportionately allocated \$78,333.33 to the Deco GSA and  
24 \$130,000 to the Kamran GSA, and payment of documented litigation costs and expenses up  
25 to \$15,000 to be allocated \$5,700 to the Kamran GSA and \$9,300 to the Deco GSA. S.A.  
26 ¶4.9.

27 Plaintiffs will submit detailed support for their fee request along with their motion  
28 for final approval of the settlement. For now, counsel submits that the requested fee is fair

1 compensation for undertaking a complex, risky, expensive, and time-consuming litigation  
2 involving this case on a purely contingent fee basis. Here, Plaintiffs' counsel has incurred  
3 substantial attorneys' fees independently conducting pre-filing investigations, analyzing the  
4 claims, conducting legal research and analysis, responding to formal discovery, reviewing  
5 thousands of pages of documents and data produced by Defendants, performing analysis of  
6 employee timekeeping data and payroll records, preparing for and attending a full-day  
7 mediation, continuing to further negotiate the settlement well after the mediation, drafting  
8 and amending the long-form Joint Stipulation of Class Action Settlement and Release, Class  
9 Notices, Claim Form, and Postcard, preparing this Motion for Preliminary Approval, and  
10 otherwise aggressively pursuing the interests of the putative classes. Mooradian Decl. ¶14.

11 Both California and federal courts have recognized that an appropriate method for  
12 awarding attorneys' fees in class actions is to award a percentage of the "common fund"  
13 created as a result of the settlement. *See Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th  
14 224, 254 (2001) (recognizing both the "percentage of recovery" and "lodestar/ multiplier"  
15 methods). Plaintiffs' counsel's request for fees of one-third (33 1/3%) of the GSA is within  
16 the range of reasonableness. Historically, courts have awarded percentage fees in the one-  
17 third range. *See, e.g., Laffitte v. Robert Half Int'l, Inc.*, 231 Cal.App.4th 860, 878 (2014)  
18 ("[S]tudies show that . . . fee awards in class actions average around one-third of the  
19 recovery."); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 n.11 (2008) (accord); Eisenberg  
20 & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study*, J. of Empirical  
21 Legal Studies, Vol. 1, Issue 1, 27-78, March 2004, at 35 (independent studies of class action  
22 litigation nationwide conclude that a one-third fee is consistent with market rates).

23 In conclusion, counsel submits that its request for attorneys' fees is reasonable when  
24 viewed as an overall percentage of the settlement. In light of the risks and significant work  
25 undertaken by counsel, the results obtained for the class, and the efficiency with which the  
26 Parties collaborated to conduct the litigation, the fee and cost request is fair and reasonable.  
27 Mooradian Decl. ¶15.  
28

1           **J.       Payment of Uncashed Checks**

2           Individual settlement checks that are returned a second time and settlement checks  
3 not cashed within 180 days of issuance will not be re-issued. If a Participating Class  
4 Member does not cash or deposit his or her check within 180 days from the date of issuance,  
5 or if a settlement check is returned for a second time, the Settlement Administrator shall pay  
6 the funds pursuant to California Code of Civil Procedure Sec. 384 as follows: (1) Twenty-  
7 five percent (25%) to the State Treasury for deposit in the Trial Court Improvement and  
8 Modernization Fund, (2) Twenty-five percent (25%) to the State Treasury for deposit into  
9 the Equal Access Fund of the Judicial Branch; and (3) Fifty percent (50%) to Chrysalis,  
10 which is a 501(c)(3) non-profit corporation selected by the Parties and which describes itself  
11 as “a non-profit organization dedicated to creating a pathway to self-sufficiency for  
12 homeless and low-income individuals by providing the resources and support needed to find  
13 and retain employment” ([www.changelives.org](http://www.changelives.org)). Uncashed checks representing Kamran  
14 Individual Settlement Amounts shall be paid pursuant to the above only after they remain  
15 outstanding 180 days after checks have been issued for the final installment. S.A. ¶8.7.

16  
17           **IV.       PRELIMINARY APPROVAL IS WARRANTED**

18           Cal. Rules of Court, rule 3.769 conditions the settlement of a class action on court  
19 approval, which is generally evaluated under the federal standards applicable under Rule 23  
20 of the Fed. R. Civ. P. *See Reed v. United Teachers Los Angeles*, 208 Cal.App.4th 322, 337  
21 (2012) (stating that Rule 3.769 requires the trial court to determine "that the settlement is  
22 fair, reasonable and adequate to all concerned"); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011,  
23 1026 (9th Cir. 1998) (stating that Rule 23(e) requires the trial court to determine "whether a  
24 proposed settlement is fundamentally fair, adequate, and reasonable"). To be approved, a  
25 settlement must be "fair, reasonable and adequate to all concerned." *Reed*, 208 Cal.App.4th  
26 at 337. Settlement is the preferred means of dispute resolution, particularly in complex class  
27 action litigation. *See In re Syncor ERISA Litig.*, (9th Cir. 2008) 516 F.3d 1095, 1101 (9th  
28 Cir. 2008). The Court's role in evaluating a proposed settlement is limited to ensuring that

1 the agreement taken as a whole is fair, and is not the product of fraud or collusion between  
2 the negotiating parties. *See, e.g., Hanlon*, 150 F.3d at 1027. There is an initial presumption  
3 of fairness when the settlement agreement was negotiated at arms' length by experienced  
4 counsel. *See, e.g., Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 130 (2008). A  
5 trial court's decision to approve a class action settlement is within the sound discretion for  
6 the trial judge and may be reversed only if the trial court acted outside of its broad  
7 discretion. *See Munoz v. BCI Coca-Cola Bottling Co. of L.A.*, 186 Cal.App.4th 399, 407  
8 (2010).

9 **A. Standard for Preliminary Approval**

10 To make a fairness determination, the Court should consider several factors,  
11 including: "the strength of Plaintiff's case, the risk, expense, complexity and likely duration  
12 of further litigation, the risk of maintaining class action status through trial, the amount  
13 offered in settlement, the extent of discovery completed and the stage of the proceedings,  
14 [and] the experience and views of counsel." *Dunk v. Ford Motor Co.*, (1996) 48 Cal.App.4th  
15 1794, 1801 (1996). "The list of factors is not exclusive and the Court is free to engage in a  
16 balancing and weighing of the factors depending on the circumstances of each case."  
17 *Wershba v. Apple Computer, Inc., supra*, 91 Cal.App.4th at 245. It should be noted that the  
18 reasonableness of a settlement is not dependent upon its actual value approaching the  
19 potential recovery plaintiff might have received if he had succeeded at trial, *Sutter Health*  
20 *Unins. Pricing Cases*, 171 Cal. App. 4th 495, 511 (2009) (emphasizing that the court must  
21 be mindful that "[t]he ... class case could have gone to an incredibly lengthy and expensive  
22 jury trial, and the class could have lost the case" and must account for that likelihood in  
23 discounting the value of the claims for settlement purposes [emphasis in original]). As  
24 discussed below, the proposed settlement is fair, adequate and reasonable in light of the  
25 overall balance of factors in this case.

26 **B. The Strength of Plaintiff's Case**

27 **1. Failure to Provide Meal Breaks**

1 Deco produced an employee handbook setting forth a valid meal period policy that  
2 provided for uninterrupted 30-minute duty free meal breaks to begin no later than at the end  
3 of the fifth hour of work and a second such meal break to begin no later than at the end of  
4 the 10<sup>th</sup> hour of work. The policy also sets for compliant waiver, on-duty meal period, and  
5 premium pay policies. Also, Deco did not produce any handbook effective prior to  
6 December 2015. Mooradian Decl. ¶16.

7 Despite the presence of valid meal period policies in writing (or absence thereof), the  
8 employee time records show no record of second meal breaks (prior to 2016). Nor has Deco  
9 produced any record of second meal period waivers. Notably, the time cards for employees  
10 include no columns or fields for entry of a second meal break. Accordingly, a 100% second  
11 meal period violation rate for employees working in excess of 10 ten hours can be  
12 presumed. The time records for 2016 start showing punch outs for 30 minute second meal  
13 periods but there continue to be a significant number of daily shifts without meal punch data  
14 in 2016. A review of the time records reveals that employees worked shifts exceeding 10  
15 hours approximately 40-45% of the time. Assuming an average of 100 workdays worked per  
16 employee during the Deco Settlement Class Period results in an average of 40 to 45  
17 workdays per employee with a second meal period violation. Applying an average premium  
18 wage rate of \$11.00 per employee results in \$440 to \$495 in premium wages owed per  
19 employee, or \$121,000 to \$136,125 for the maximum 275 Deco Settlement Class Members.  
20 Mooradian Decl. ¶17.

21 The time records reflect that first meal breaks were generally taken but there is also a  
22 potential claim for late first meal periods due to meal breaks being provided to groups of  
23 employees at specific intervals. Deco operated manufacturing production lines that had set  
24 times for meal breaks per production line, typically at 9:30, 9:45, 10:00, or 10:45, and  
25 employees were not allowed to leave for meal breaks until those specified times. An alarm  
26 would indicate when a designated meal period would start and end. Most production  
27 employees, like Plaintiffs, started work at 5:00 a.m. or 7:00 a.m. and to the extent that the  
28 meal breaks were made available after 10:00 a.m. (if work started at 5:00 a.m.), they would

1 be late. A review of the time records reveals that the vast majority of clock outs for meal  
2 periods are occurring before the 5 hour mark and clock outs beyond five hours are estimated  
3 to occur on fewer than 10% of workdays. This results in an average of about 10 workdays  
4 per employee having first meal period violations, which at an average premium wage rate of  
5 \$11.00 hour, results in \$110.00 in premium wages owed per employee, or \$30,250 for the  
6 maximum 275 Deco Settlement Class Members. Moreover, the time records do not reveal  
7 meal periods less than 30 minutes in length which would be consistent with production line  
8 scheduling even when factoring in the use of automatic 30 minute meal break deduction in  
9 the timekeeping system. To the extent any off-the-clock work is performed by employees  
10 during a meal period to prepare for the production line to re-start, it would be de minimis.  
11 Mooradian Decl. ¶18.

12         Given the above, factoring in potential variations across managers and production  
13 lines, and not accounting for overlap for workdays with both first meal and second meal  
14 period violations, the value of this claim is not expected to exceed \$90,000 for the entire  
15 class. Mooradian Decl. ¶19.

## 16                   **2.         Failure to Provide Rest Breaks**

17         Deco's written rest period policy was compliant as it allowed for a paid break every  
18 four hours worked or major fraction thereof. Plaintiffs, however, contend that they were  
19 never authorized or permitted a third rest break for shifts exceeding 10 hours. As such,  
20 exposure would be commensurate with the second meal break claim at \$121,000 to  
21 \$136,125 for the maximum 275 Deco Settlement Class Members. Notably, unlike meal  
22 breaks, there is no requirement that rest breaks be recorded and a review of time records  
23 does not reveal if and when employees took rest breaks. Given the above, and considering  
24 potential for variations across managers and production lines, the value of the rest period  
25 claim is not expected to exceed \$75,000 for the entire class. Mooradian Decl. ¶20.

## 26                   **3.         Failure to Pay Wages**

27         Deco maintained both an electronic timekeeping system and a manual one.  
28 Employees would either clock in and out or sign off on time sheets reflecting hours worked.

1 The electronic timekeeping system was primarily utilized by direct Deco employees.  
2 Manual time sheets would primarily be used by employees from staffing agencies, such as  
3 Plaintiffs, and which would be provided to staffing agencies, such as Kamran, for payroll  
4 processing. Such time sheets would either be pre-filled or employees themselves would fill  
5 in their time. Mooradian Decl. ¶21.

6 The foregoing timekeeping variations would present huge hurdles with respect to  
7 class certification on any rounding or off-the-clock claims. To the extent that employee  
8 work was performed around scheduled production lines, irrespective of when employees  
9 clocked in or out, it can be contended that any loss of time due to any rounding is time when  
10 employees were not expected to be working. Also, that any pre-filled time sheets reflect the  
11 actual time employees were working and employees were free to do as they pleased outside  
12 of the production schedule reflected in their time sheets. Mooradian Decl. ¶22.

13 Moreover, Deco contended that employees were given an opportunity to review their  
14 time records before signing off, as Plaintiffs did, and contest any anomalies. Also, the  
15 produced electronic time records reflect instances of employees requesting time clock  
16 adjustments. In light thereof, to the extent that any rounding or off-the-clock claims can be  
17 certified, they are expected to be minimal and the value of this claim is not expected to  
18 exceed \$40,000 for the entire class. Mooradian Decl. ¶23.

#### 19 **4. Waiting Time Penalties**

20 Defendant would owe a maximum of 30 days of average daily wages at the time of  
21 separation if employees do not receive all monies owed at the time pursuant to Lab Code  
22 Secs. 201-203. Given an average hourly rate of \$11.00 and an average of 9 hours worked per  
23 day, the average daily rate would be \$104.50. Thus, the average waiting time penalty would  
24 be \$3,135, which for 275 former employees would result in maximum exposure of  
25 \$862,125. As the wages must be owed to trigger waiting time penalties, this maximum  
26 exposure amount is significantly discounted. Second, because of the weaknesses of  
27 Plaintiff's meal period, rest period, and unpaid wages claims, the waiting time claim lacks  
28 support. Mooradian Decl. ¶24.

1           Significantly, even if Plaintiffs can establish liability on the underlying claims, they  
2 would also have to show that non-payment was “willful” under Lab. Code Sec. 203 to  
3 trigger waiting time penalties. This would be difficult due to the nature of the violations at  
4 issue and that any wages or penalties owed are genuinely disputed. Even if the alleged  
5 violations were found to have occurred, the trier of fact could reasonably conclude that there  
6 was no intention to violate the law. Mooradian Decl. ¶25.

7           Hence, the value of this claim is not expected to exceed \$75,000 for the entire class.  
8 Mooradian Decl. ¶26.

### 9                           **5.       Wage Statement Penalties**

10           The wage statements issued by Kamran are substantively deficient because they do  
11 not include “the inclusive dates of the period for which the employee is paid” per Lab. Code  
12 Sec. 226(a)(6) and “the name and address of the legal entity that is the employer” per Lab.  
13 Code Sec. 226(a)(8). Thus, pursuant to Lab. Code Sec. 226(e)(2)(A), recipients will be  
14 deemed to suffer injury for these deficiencies. Kamran Settlement Class Members, who  
15 were generally paid on a weekly basis, would be owed \$50 for the initial pay period during  
16 which they received a non-compliant wage statement and \$100 for each subsequent pay  
17 period. Lab. Code Sec. 226(e)(1). Mooradian Decl. ¶27.

18           Kamran has represented that 21,233 Kamran Settlement Class Members received  
19 approximately 210,000 wage statements, which averages to approximately 10 wage  
20 statements per class member. At this number, the wage statement penalties would average to  
21 \$950 per class members, or \$20,171,350 for all 21,233 Kamran Settlement Class Members.  
22 Mooradian Decl. ¶28.

23           The maximum exposure amount, however, would have to be substantially discounted  
24 because Lab. Code Sec. 226 requires that any omissions from wage statements be “knowing  
25 and intentional” to trigger penalties. Kamran has a high likelihood of prevailing on this front  
26 given the representation that Plaintiff Fuentes’ lawsuit was the first notice to Kamran of  
27 wage statement deficiency. Significantly, Kamran indicated that it sought to remedy the  
28 deficient wage statements and did so by October 2016. Mooradian Decl. ¶29.

1 To the extent that the wage statement claim can also be predicated on derivative  
2 violations for failing to include wages owed and gross wages earned, there is no presumed  
3 injury to employees under Lab. Code. Sec. 226(e)(2)(B) . As such, Plaintiffs bear the burden  
4 of proving injury. Moreover, Defendants can potentially rely on authority suggesting that an  
5 employee cannot be held liable for wage statement penalties for failure to include premium  
6 wages for meal and rest breaks. See *Nguyen v. Baxter Healthcare Corp.* (C.D. Cal. Nov. 28,  
7 2011) 2011 WL 6018284, \*8 (“the plain language of Section 226(a) does not require that  
8 wage statement include an itemized listing of any premium payments owed ... for missed  
9 meal periods.”); see also *Jones v. Spherion Staffing Inc.* (C.D. Cal. Aug. 7, 2012) 2012 WL  
10 3264081, \*9 (“Plaintiff cannot advance a claim for noncompliant wage statements ... based  
11 solely on alleged violations of section 226.7.”)

12 Given the above, it is believed that the wage statement claim against Kamran is  
13 defensible or at best, its value may not exceed 5% of the calculated exposure amount or  
14 approximately \$1,000,000.00. The \$390,000 Kamran GSA (or \$425,000 payable by Kamran  
15 less \$35,000 allocated to the Deco GSA for Kamran employees of Deco) captures  
16 approximately 40% of the claim value and provides for monetary recovery on this highly  
17 defensible claim. Mooradian Decl. ¶31.

## 18 **6. PAGA Penalties**

19 PAGA adds penalties of at least \$100 for each aggrieved employee per the initial pay  
20 period in which a Labor Code violation exists and \$200 for each subsequent pay period.  
21 Lab. Code Sec. 2699(f)(2) . To be able to collect PAGA penalties, Plaintiff would have to  
22 prevail on the merits of the underlying claims and weaknesses there, as elaborated above,  
23 would limit and potentially foreclose recovery under PAGA. Moreover, the trial court has  
24 discretion in reducing the civil penalty amount “based on facts and circumstances of a  
25 particular case, to do otherwise would result in an award that is unjust, arbitrary or  
26 oppressive, or confiscatory.” Cal. Lab. Code. Sec. 2699(e)(2).

27 As such, the cases that reported a PAGA trial show that the discretionary penalties  
28 are discounted by approximately 75%-85%. A higher reduction here is likely given the

1 precarious financial circumstances of both Defendants when coupled with Kamran’s efforts  
2 at correcting the wage statement deficiencies forthwith. Reducing the estimated full PAGA  
3 exposure here of \$40,000,000 for Kamran Settlement Class by 90% results in exposure of  
4 \$4,000,000, assuming Plaintiffs can prevail on the underlying claim. Mooradian Decl. ¶32.

5 Realistically, given the weaknesses of the underlying claims, when factored with the  
6 limited PAGA penalty period (filing of suit in December 2015 through October 2016) and  
7 risk of Kamran’s insolvency, the value of this claim is not expected to exceed \$150,000.  
8 Mooradian Decl. ¶33.

9 **C. Risks and Uncertainty**

10 Although Plaintiffs steadfastly maintain that their claims are meritorious, they  
11 acknowledge that their position includes real risks and uncertainty. In deciding whether to  
12 approve the settlement, the Court must balance the risk factors against an “understanding of  
13 the amount in controversy and the realistic range of outcomes of the litigation.” *Kullar*, 168  
14 Cal.App.4th at 130, 133; *Munoz*, 186 Cal.App.4th at 408-09. In this case, the settlement is  
15 fair and adequate when compared to the total potential exposure and the risks inherent in  
16 Plaintiffs’ claims. Mooradian Decl. ¶34.

17 As courts have observed, “simply because a settlement may amount to only a  
18 fraction of the potential recovery does not in itself render it unfair or inadequate.  
19 Compromise is the very nature of settlement.” *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 618  
20 (C.D. Cal. 1979). In this case, Plaintiffs consider the settlement to be significantly more than  
21 a “fraction,” particularly considering the various potential complications, dangers and  
22 pitfalls that proceeding would entail. Mooradian Decl. ¶34.

23 In addition to considering the value of immediate payment for Settlement Class  
24 Members, Plaintiffs’ counsel discounted the value of the class claims based on a variety of  
25 factors, including the California Supreme Court’s decision in *Brinker Restaurant Corp. v.*  
26 *Superior Court*, 53 Cal.4th 1004 (2012). Defendant could have argued that its meal and rest  
27 break policies were sufficient to provide breaks without “policing” them. Moreover,  
28 Plaintiff’s theory of liability for rest break violations was weaker since employers have no

1 obligation to record rest breaks (as rest breaks are paid breaks). The relative lack of written  
2 proof, except for potential testimony from Class Members, diminished the prospect of  
3 certifying the claim. Thus, a significant discount on those claims was warranted. Mooradian  
4 Decl. ¶¶16-20.

5 The more significant claims in this case, in terms of damages, are the potential  
6 penalties. Defendant asserts that there existed a good-faith dispute as to the allegedly unpaid  
7 wages which would be a strong defense to the waiting time penalty claims, thereby  
8 precluding the imposition of waiting time penalties<sup>1</sup>. Success on the penalty claims would  
9 require proving that the Defendant's conduct was "willful." Moreover, PAGA penalties are  
10 subject to potentially significant discretionary reduction by the Court given Kamran's lack  
11 of notice with respect to deficient wage statements prior to suit being filed, their subsequent  
12 cure of the deficiencies, and their overall financial condition. Mooradian Decl. ¶24-33.

13 In short, Plaintiff's ability to prevail on certification and merits was far from certain.  
14 Thus, this factor supports preliminary approval.

15 **D. Risk, Expense, Complexity, and Duration of Further Litigation**

16 This factor also weighs in favor of settlement approval. The parties had engaged in  
17 significant review and assessment of the asserted claims. Defendants could have moved for  
18 summary adjudication on all or some of the claims. Moreover, preparation for class  
19 certification and trial remained for the Parties as well as the prospect of appeals in the wake  
20 of a disputed class certification ruling for Plaintiffs and/or summary judgment ruling. As a  
21 result, the parties would incur considerably more attorneys' fees and costs through trial. This  
22 settlement avoids those risks and the accompanying expense. Mooradian Decl. ¶35. Thus,  
23 this factor supports preliminary approval.

24 **E. Risk of Maintaining Class Action Status**

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25  
26  
27 <sup>1</sup> See, e.g., Cal. Code Regs. § 13520 (a good-faith dispute exists to a claim for waiting time penalties "when an  
28 employer presents a defense, based in law or fact which, if successful, would preclude any recovery on the part  
of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith  
dispute did exist.").

1 Plaintiffs had not yet filed their motion for class certification. Had the Court certified  
2 any claims, Defendants would certainly seek to decertify the claims. Absent settlement,  
3 there was a risk that there would not be a certified class at the time of trial. Mooradian Decl.  
4 ¶36. Thus, this factor, too, supports preliminary approval of the settlement.

5 **F. Amount Offered in Settlement Given Realistic Value of Claims**

6 This proposed settlement provides a fair and reasonable monetary recovery for the  
7 Settlement Class in the face of disputed claims. Mooradian Decl. ¶34. Courts recognize that  
8 the reasonableness of a settlement is not dependent upon it approaching the potential  
9 recovery plaintiffs might receive if successful at trial. *See In re Omnivision Tech., Inc.*,  
10 2008 WL 123936 (N.D. Cal. Jan. 9, 2008); *see also Nat'l Rural Telecomm. Coop. v. Directv,*  
11 *Inc.*, 221 F.R.D. 523, 527 (C.D. Cal. 2004) ("well settled law that a proposed settlement may  
12 be acceptable even though it amounts to only a fraction of the potential recovery"); *Officers*  
13 *for Justice v. Civil Serv. Comm*, 688 F. 2d 615, 628 (9th Cir. 1982) (it is "the complete  
14 package, taken as a whole rather than the individual component parts, that must be examined  
15 for overall fairness"). The \$625,000 Gross Settlement Amount captures about 45% of  
16 Plaintiff's assessed case value \$1,380,000 and which is extremely reasonable given the  
17 significant risk factors described above. Mooradian Decl. ¶34.

18 **G. Discovery Completed and the Status of Proceedings**

19 The parties engaged in formal and informal discovery. Defendants provided  
20 Plaintiffs with all relevant policies, payroll and timekeeping records for Plaintiffs and the  
21 putative class, and information regarding the size and makeup of the putative class. It was  
22 only after the completion of this process that the parties participated in mediation and  
23 thereafter continued negotiations and reached the proposed settlement. Mooradian Decl. ¶¶8  
24 & 9. Thus, this factor supports preliminary approval.

25 **H. The Experience and Views of Counsel**

26 "Parties represented by competent counsel are better positioned than courts to  
27 produce a settlement that fairly reflects each party's expected outcome in litigation." *In re*  
28 *Pacific Enterprises Securities Litigation*, 47 F.3d 373, 378 (9th Cir. 1995). Here, Plaintiffs

1 are represented by competent and experienced counsel who pressed Plaintiffs' claims  
2 forward against reputable defense counsel well versed in class actions and employment  
3 litigation. Class Counsel possesses extensive experience litigating wage and hour class  
4 actions from the plaintiff side and has been appointed as class counsel in numerous cases  
5 alleging similar claims. Mooradian Decl. ¶¶2-4. Hacopian Decl. ¶¶2-4. Haque Decl. ¶¶9-25.  
6 Class Counsel conducted review and analysis of Defendants' policies and timekeeping and  
7 payroll records and drew on its extensive experience in similar cases to effectively assess the  
8 strengths and weaknesses of Plaintiffs' claims. The settlement was also reached with the  
9 input and assistance of an experienced and respected neutral mediator. Mooradian Decl. ¶¶8  
10 & 9. This factor strongly supports preliminary approval. *See, Kullar, supra*, 168 Cal.App.4th  
11 at 130 ("The court undoubtedly should give considerable weight to the competency and  
12 integrity of counsel and the involvement of a neutral mediator in assuring itself that a  
13 settlement agreement represents an arm's length transaction entered without self-dealing or  
14 other potential misconduct.").

#### 15 16 **V. THE PRELIMINARY APPROVAL STANDARD HAS BEEN MET**

17 The Court should grant preliminary approval of the settlement and direct that notice  
18 be given if the proposed settlement when it: (1) falls within the range of possible approval;  
19 (2) appears to be the product of serious, informed and non-collusive negotiations; and (3)  
20 has no obvious deficiencies. *See Manual for Complex Litigation* § 30.41 (3rd Ed. 1995); *4*  
21 *Newberg on Class Actions* § 11:24-25 (4th Ed. 2013).

22 The proposed settlement reflects a significant portion of the estimated recovery that  
23 the Settlement Classes could reasonably expect in light of the significant litigation risks, and  
24 will provide noteworthy compensation for disputed claims. Thus, Plaintiffs submit that the  
25 proposed settlement is within the range of possible approval, such that notice should be  
26 provided to the Settlement Classes so that they can consider the settlement. The Court will  
27 have the opportunity to again assess the reasonableness of the settlement after the Settlement  
28 Classes have had the opportunity to submit their claims, opt-out, or object. Mooradian Decl.

¶37.

**A. The Settlement Resulted From Serious, Informed, and Non-Collusive Negotiations**

This proposed class-wide settlement is the result of arm's-length negotiations by counsel, punctuated by a full-day mediation session before an experienced mediator and is, therefore, entitled to an initial presumption of fairness. *See Kullar*, 168 Cal.App.4th at 130. Plaintiff reviewed data for the class and conducted analysis of the data and records to arrive at their estimated damages figures. Mooradian Decl. ¶¶8-10, 16-33.

The parties reached an agreement to mediate before Mr. Mike D. Young, a respected neutral mediator with experience in class action and wage and hour matters. After further negotiation and inclusion of the Kamran Settlement Class, both sides then finalized the Joint Stipulation of Class Action Settlement and Release. Mooradian Decl. ¶9. Therefore, this factor also supports preliminary approval.

**B. Provisional Class Certification is Appropriate Here**

"Litigation by class action has long been recognized as a superior method of resolving wage and hour claims in California." *Martinez v. Joe's Crab Shack Holdings*, 221 Cal.App.4th 1148, 1152 (2013). Class certification is appropriate when there exists "an ascertainable and sufficiently numerous class, a well-defined community of interest, and substantial benefits from certification that render proceeding as a class superior to alternatives." *Brinker*, 53 Cal.4th 1004 at 1021. As the Supreme Court has noted, "[c]laims alleging a uniform policy consistently applied to a group of employees in violation of the wage and hour laws are of the sort routinely, and properly, found suitable for class treatment." *Id.* at 1033. This is exactly such a case.

**1. The Proposed Class Is Ascertainable and Numerous**

A class is "ascertainable" where the members "may be readily identified without unreasonable expense or time by reference to official [or business] records." *See Sevidal v. Target Corp.*, 189 Cal.App.4th 905, 919 (2010) (alterations in original). Here, the proposed Deco Settlement Class is defined by reference to two objective characteristics: (1)

1 individuals who worked as non-exempt employees for Deco in California, and (2) were  
2 employed by Deco at some time during the Deco Class Period. The proposed Kamran  
3 Settlement Class is also defined by reference to two objective characteristics: (1) individuals  
4 who were employed by Kamran in California, and (2) received wage statement from  
5 Kamran at some time during the Kamran Class Period. Therefore, Settlement Class  
6 members can be identified from Defendants' personnel and other employment records. As to  
7 numerosity, the Deco Settlement Class potentially consists of approximately 275 persons  
8 and the Kamran Settlement Class potentially consists of approximately 21,233 persons,  
9 making it highly impracticable to bring all class members before the Court. Mooradian Decl.  
10 ¶10.

## 11 **2. The Community of Interest Requirements for Class Treatment are Met**

12 "[T]he community of interest requirement embodies three factors: (1) predominant  
13 common questions of law or fact; (2) class representatives with claims or defenses typical of  
14 the class; and (3) class representatives who can adequately represent the class." *Brinker*, 53  
15 Cal.4th at 1021.

### 16 **a. Common Issues of Law and Fact Predominate**

17 The focus in a certification dispute is not on the merits of the case, but rather on what  
18 types of questions, "common or individual," are likely to arise in the action. *See Sav-On*  
19 *Drug Store, Inc. v. Superior Court*, 34 Cal.4th 319, 327 (2004). "Common questions of law  
20 and fact are required in order to assure the interests of the litigants and the Court are  
21 furthered by permitting the suit to proceed as a class action rather than in a multiplicity of  
22 separate suits." *Cohen v. DIRECTV, Inc.*, 178 Cal.App.4th 966, 975 (2009). Where the  
23 defendant systematically engages in policies and practices that allegedly violate the Labor  
24 Code and subject all of its employees to the same unlawful conduct, common questions of  
25 law and fact will predominate over individualized issues. *See, e.g., Ghazaryan v. Diva*  
26 *Limousine, Ltd.*, 169 Cal.App.4th 1524, 1538 (2008) (holding that a class of limousine  
27 drivers challenging their compensation plan was proper for class treatment). Here, the  
28 predominance factor is met because each claim challenges an alleged common policy or

1 practice that Plaintiffs contend is illegal. Plaintiffs' claims under the Labor Code are  
2 predicated on meal period, rest period, and wage statement policies and practices. These  
3 sorts of claims are commonly held to be proper for class certification. *See, e.g., Williams v.*  
4 *Superior Court*, (2013) 221 Cal.App.4th 1353, 1371 (2013) (certifying class based on  
5 uncompensated work time).

6 **b. The Claims of Named Plaintiffs Are Typical**

7 The typicality requirement is satisfied where class representatives have claims that  
8 are typical of those of the rest of the class. *B.WI. Custom Kitchen v. Owens-Illinois, Inc.*, 191  
9 Cal.App.3d 1341, 1347 (1987) (finding typicality satisfied where named Plaintiff purchased  
10 the same goods as the putative class in a consumer class action). Here, the claims of  
11 Plaintiffs are typical of those held by the members of the proposed Settlement Classes. First,  
12 Plaintiffs were employed by both Deco and Kamran during the proposed Class Periods and  
13 were subject to Defendants' wage and hour policies. Second, Plaintiffs claim that they were  
14 injured by the same challenged policies they claim injured the Settlement Classes as a  
15 whole. Therefore, Plaintiffs have suffered the same alleged injuries as the other members of  
16 the Settlement Classes and satisfy the typicality requirement.

17 **c. Plaintiffs & Class Counsel Will Fairly & Adequately Represent the Class**

18 The adequacy of representation requirement examines conflicts of interest between  
19 named parties and the class they seek to represent. *See Capital People First v. State Dept. of*  
20 *Developmental Services*, 155 Cal.App.4th 676, 697 (2007). A party's claim of representative  
21 status will only be defeated by a conflict that "goes to the very subject matter of the  
22 litigation." *Richmond v. Dart Industries, Inc.*, 29 Cal.3d 462, 470 (1981). Here, Plaintiffs  
23 and their counsel will adequately represent the class as there are no conflicts between the  
24 named Plaintiffs and the classes they seek to represent, and Plaintiffs have claims that are in  
25 line with those of the Classes. Fuentes Decl. ¶¶3 & 4, Mooradian Decl. ¶5, Hacopian Decl.  
26 ¶5. Plaintiffs' counsel also has extensive experience in wage and hour class action litigation.  
27 Mooradian Decl. ¶¶2-4, Hacopian Decl. ¶¶2-4. Haque Decl. ¶¶ 9 & 10. For these reasons,  
28 the Court should provisionally certify the proposed Settlement Class.

1           **3. Class-Wide Settlement is Superior to Other Available Methods of**  
2 **Resolution**

3           Here, the alternative method of resolution would be hundreds of individual lawsuits  
4 challenging the same alleged wage and hour policies and practices of Defendants each  
5 seeking a small amount of damages. Mooradian Decl. ¶38. Such duplicative litigation  
6 would be extremely inefficient and costly for the courts. In light of these concerns, a class  
7 action is the superior method of resolving these wage and hour claims. *Martinez*, 221  
8 Cal.App.4th at 152 (“Litigation by class action has long been recognized as a superior  
9 method of resolving wage and hour claims in California.”)

10  
11 **VI. THE COURT SHOULD ORDER DISTRIBUTION OF THE PROPOSED**  
12 **CLASS NOTICES, CLAIM FORM, AND POSTCARD**

13           This Court should order distribution to the Settlement Class members of the  
14 proposed Deco Class Notice in both English and Spanish and the Kamran Postcard by first-  
15 class mail. S.A. ¶¶7.3 & 7.4. Kamran Settlement Class Members will have access to the  
16 Kamran Class Notice and Kamran Claim Form in both English and Spanish through the  
17 website which will be created and maintained by the Settlement Administrator. S.A. ¶¶7.1 &  
18 7.4. This manner of giving notice is the "best notice practicable" under the circumstances  
19 because it provides "individual notice to all members who can be identified through  
20 reasonable effort." *See Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). As a  
21 general rule, class notice must strike a balance between thoroughness and the need to avoid  
22 unduly complicating the content of the notice and confusing class members. *Wershba*, 911  
23 Cal.4th at 252. The proposed Deco Class Notice, proposed Kamran Class Notice, proposed  
24 Kamran Claim Form, and proposed Kamran Postcard are attached as Exhibits “1” through  
25 “4” to the Joint Stipulation of Class Action Settlement and Release. S.A. ¶¶7.3 & 7.4, Exs.  
26 1-4.

27           Here, the Parties propose that the settlement be administered by CPT Group (“CPT”  
28 or “Settlement Administrator”), an experienced class action settlement administrator. The

1 Settlement Administrator's duties are detailed in the Settlement Agreement. S.A. ¶¶7.1.  
2 Settlement Class Members' addresses are ascertainable through Defendants' personnel and  
3 payroll records. S.A. ¶7.2. To the extent that the addresses of class members have changed,  
4 CPT will run a skip trace to identify a new address. S.A. ¶7.5. The anticipated cost of  
5 administration (*i.e.*, \$60,000) is appropriate in light of the number of class members and the  
6 size of the settlement and the extent of work to be performed in administering the  
7 settlement of the class.

8         The content of the proposed Class Notices and Kamran Postcard satisfies Cal. Rules  
9 of Court, rule 3.769(d) because they advise class members of the nature of the claims, basic  
10 contentions and denials of the parties and the key terms of the settlement, the deadline to  
11 submit their claim, opt-out, or object to the settlement and the procedure by which to do so,  
12 explains the recovery formula and expected recovery amount for each class member, and  
13 advises them that they will be bound by the terms of the settlement if they do not request  
14 exclusion. S.A. ¶¶7.3 & 7.4, Exs. 1-4. The proposed Class Notices will also notify  
15 Settlement Class Members of the final approval hearing date and provide class contact  
16 information for Class Counsel and Defendants' counsel, and advises Settlement Class  
17 Members that they may enter an appearance through counsel if they wish to. This manner of  
18 giving notice satisfies Cal. Rules of Court, rule 3.769(e) as the most reliable and cost-  
19 effective method of reaching Class Members.  
20

## 21 **VII. THE COURT SHOULD SET A FINAL APPROVAL HEARING**

22         The Parties request that this Court set a hearing for final approval of the settlement  
23 on a date appropriately scheduled to follow the deadline by which Settlement Class  
24 members must file their claims, objections to the settlement, or exclusion requests. *See* Cal.  
25 Rule of Court, rule 3.769. The parties propose that the final papers in support of the  
26 settlement be filed and served no later than 14 days prior to the hearing on final approval,  
27 and that the hearing on final approval of the settlement be set 120 days after the date of the  
28 preliminary approval hearing, to allow a reasonable period for notice and administration,

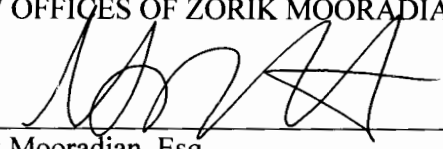
1 and an opportunity to submit claims and object to the settlement, without excessive delay to  
2 the Settlement Class as to the receipt of their settlement share.

3  
4 **VIII. CONCLUSION**

5 For the foregoing reasons, Plaintiffs respectfully requests that the Court preliminarily  
6 approve the proposed settlement, provisionally certify the Settlement Classes, and enter the  
7 Proposed Order submitted concurrently herewith.

8  
9 Dated: November 6, 2017

LAW OFFICES OF ZORIK MOORADIAN

10  
11 By:   
12 Zorik Mooradian, Esq.,  
13 Haik Hacopian, Esq.,  
14 Attorneys for Plaintiff Esther Fuentes,  
15 individually and on behalf of all those similarly  
16 situated and aggrieved employees  
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# **Declaration of ZORIK MOORADIAN**

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1 Valencia v. Rubbercraft/BC 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El  
2 Pollo Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills  
3 Country Club/BC640583; Martinez v. Pampanga Food Company/BC637207; Molina v.  
4 Pacific Coast Sightseeing Tours/BC671102; and Serrano v. Noise Group/30-2017-  
5 00949440-CU-OE-CXC.

6 4. I am familiar with California wage and hour law including the laws  
7 governing the alleged violations and California Labor Code Sections 201 – 203, 226, 226.7,  
8 512, 2698 and 2802, California Business and Profession Codes 17200 et., seq., the Orders  
9 of the Industrial Welfare Commission, and the Private Attorney General Act.

10 5. I know of no conflicts why I could not serve as Class Counsel in this matter.

11 6. Defendant, Deco Enterprises, Inc. (“Deco”), is engaged in the business of  
12 manufacturing and sale of lighting products with a focus on environmentally friendly  
13 technologies. Deco is headquartered and operates out of a facility located in Commerce,  
14 California, where Plaintiffs and the Deco Settlement Class Members worked. Defendant,  
15 Kamran Staffing, Inc. (“Kamran”) is staffing agency that places individuals for work with  
16 various client entities in California, such as Deco. Plaintiffs were placed for work with  
17 Deco by Kamran. Deco also had direct employees as well as employees from staffing  
18 agencies.

19 7. On December 17, 2015, Plaintiff Esther Fuentes filed her Class Action  
20 Complaint against Defendant Kamran Staffing, Inc. (“Kamran”) in Los Angeles County  
21 Superior Court, bearing case number BC604535, asserting claims for (1) Failure to Pay  
22 Wages, (2) Failure to Timely Pay Wages at Termination/Separation, (3) Failure to Provide  
23 Accurate Wage Statements, and (4) Violations of Unfair Business Practices Act, Sec.  
24 17200. On March 18, 2016, a First Amended Complaint was filed adding a claim for  
25 Failure to Provide Meal Periods and a claim under the Private Attorneys General Act  
26 (“PAGA”). On August 23, 2016, Plaintiff Fuentes added Deco to her complaint.

27 8. These lawsuits have involved formal and informal discovery, and voluntary  
28 exchanges of information between the Parties including significant documents and wage

1 related electronic records for Plaintiffs and the putative classes in addition to documents  
2 related to time recording, and meal/rest break policies and practices. Counsel has reviewed  
3 and analyzed the foregoing records in addition to assessment of financial records provided  
4 by Defendants. The Parties have conducted investigation of facts and law during the  
5 prosecution of the litigation, and have investigated the applicable law as applied to the facts  
6 discovered regarding the alleged claims of Plaintiffs and potential defenses thereto, and the  
7 damages claimed by Plaintiffs on behalf of themselves and the classes they seek to  
8 represent.

9         9.       On March 1, 2017, Plaintiffs, Deco, and Kamran mediated their dispute with  
10 mediator Mr. Mike D. Young and were able to reach a resolution at that time as to the Deco  
11 Settlement Class for the Deco Gross Settlement Amount (\$235,000). Thereafter, Plaintiffs  
12 and Kamran continued their negotiations and after extensive exchanges, agreed to a paystub  
13 only settlement as to the Kamran Settlement Class with additional funding by Kamran of  
14 the Kamran Gross Settlement Amount (\$390,000). The combined settlement was  
15 subsequently memorialized between the Parties and the Joint Stipulation of Class Action  
16 Settlement and Release (“Settlement Agreement”) was agreed upon, a true and correct copy  
17 of which is attached hereto as **Exhibit “A”**.

18         10.       Based on information provided by Deco, there are not more than 275 Deco  
19 Settlement Class Members. As such, the approximate estimated simple average settlement  
20 payment, assuming 100% participation, would be \$469.88. Kamran has represented that the  
21 Kamran Settlement Class consists of 21,233 potential claimants who received  
22 approximately 210,000 wage statements during the Kamran Class Period. The estimated  
23 simple average settlement payment, assuming a potential claims rate ranging between 25%  
24 and 33% would be \$27-\$36.

25         11.       A significant factor in agreeing to the Settlement was Defendants’ financial  
26 condition. Plaintiffs’ counsel reviewed financial records provided by Defendants bearing on  
27 their ability to fund a settlement which included profit and loss statements and liability  
28 records. It is my belief that the \$625,000 Gross Settlement Amount, including the \$390,000

1 Kamran Gross Settlement Amount which is to be funded over a three year term, maximizes  
2 the recovery in light of Defendants' financial resources.

3 12. The Parties have decided to require the Kamran Settlement Class to submit  
4 claims primarily due to the exceedingly high costs associated with alternatively proceeding  
5 on an opt out basis for a class size of 21,233 in light of the available gross settlement  
6 amount. The settlement administration costs are effectively halved, savings which are  
7 transferred to the class, by opting for an electronic claims submission process with a  
8 corresponding mailing of a notice postcard. Besides reducing costs, an electronic claim  
9 submission requirement may potentially facilitate the submission of more claims.  
10 Moreover, Kamran Class Members will also be presented with the option of printing and  
11 mailing in their Claim Forms. It is anticipated that anywhere from 15-35% of the Kamran  
12 Settlement Class Members will submit claims under the proposed scheme.

13 13. Plaintiffs' requested service payments are intended to recognize Plaintiffs'  
14 contributions on behalf of the Settlement Class. Plaintiff, Fuentes, has provided factual  
15 information and documents to my office, assisted in identifying potential witnesses, and  
16 consulted with my office to discuss the claims and theories at issue in the litigation and  
17 otherwise assisted with the litigation.

18 14. Plaintiffs will submit detailed support for their fee request along with their  
19 motion for final approval of the settlement. For now, I submit that the requested fee is fair  
20 compensation for undertaking a complex, risky, expensive, and time-consuming litigation  
21 involving this case on a purely contingent fee basis. Here, my office has incurred  
22 substantial attorneys' fees independently conducting pre-filing investigations, analyzing the  
23 claims, conducting legal research and analysis, responding to formal discovery, reviewing  
24 thousands of pages of documents and data produced by Defendants, performing analysis of  
25 employee timekeeping data and payroll records, preparing for and attending a full-day  
26 mediation, continuing to further negotiate the settlement well after the mediation, drafting  
27 and amending the long-form Joint Stipulation of Class Action Settlement and Release,  
28

1 Class Notices, Claim Form, and Postcard, preparing this Motion for Preliminary Approval,  
2 and otherwise aggressively pursuing the interests of the putative classes.

3 15. I submit that the request for attorneys' fees is reasonable when viewed as an  
4 overall percentage of the settlement. In light of the risks and significant work undertaken by  
5 counsel, the results obtained for the class, and the efficiency with which the Parties  
6 collaborated to conduct the litigation, the fee and cost request is fair and reasonable.

7 16. Deco produced an employee handbook setting forth a valid meal period  
8 policy that provided for uninterrupted 30-minute duty free meal breaks to begin no later  
9 than at the end of the fifth hour of work and a second such meal break to begin no later than  
10 at the end of the 10<sup>th</sup> hour of work. The policy also sets for compliant waiver, on-duty meal  
11 period, and premium pay policies. Also, Deco did not produce any handbook effective prior  
12 to December 2015.

13 17. Despite the presence of valid meal period policies in writing (or absence  
14 thereof), the employee time records show no record of second meal breaks (prior to 2016).  
15 Nor has Deco produced any record of second meal period waivers. Notably, the time cards  
16 for employees include no columns or fields for entry of a second meal break. Accordingly,  
17 a 100% second meal period violation rate for employees working in excess of 10 ten hours  
18 can be presumed. The time records for 2016 start showing punch outs for 30 minute second  
19 meal periods but there continue to be a significant number of daily shifts without meal  
20 punch data in 2016. A review of the time records reveals that employees worked shifts  
21 exceeding 10 hours approximately 40-45% of the time. Assuming an average of 100  
22 workdays worked per employee during the Deco Settlement Class Period results in an  
23 average of 40 to 45 workdays per employee with a second meal period violation. Applying  
24 an average premium wage rate of \$11.00 per employee results in \$440 to \$495 in premium  
25 wages owed per employee, or \$121,000 to \$136,125 for the maximum 275 Deco Settlement  
26 Class Members.

27 18. The time records reflect that first meal breaks were generally taken but there  
28 is also a potential claim for late first meal periods due to meal breaks being provided to

1 groups of employees at specific intervals. Deco operated manufacturing production lines  
2 that had set times for meal breaks per production line, typically at 9:30, 9:45, 10:00, or  
3 10:45, and employees were not allowed to leave for meal breaks until those specified times.  
4 An alarm would indicate when a designated meal period would start and end. Most  
5 production employees, like Plaintiffs, started work at 5:00 a.m. or 7:00 a.m. and to the  
6 extent that the meal breaks were made available after 10:00 a.m. (if work started at 5:00  
7 a.m.), they would be late. A review of the time records reveals that the vast majority of  
8 clock outs for meal periods are occurring before the 5 hour mark and clock outs beyond five  
9 hours are estimated to occur on fewer than 10% of workdays. This results in an average of  
10 about 10 workdays per employee having first meal period violations, which at an average  
11 premium wage rate of \$11.00 hour, results in \$110.00 in premium wages owed per  
12 employee, or \$30,250 for the maximum 275 Deco Settlement Class Members. Moreover,  
13 the time records do not reveal meal periods less than 30 minutes in length which would be  
14 consistent with production line scheduling even when factoring in the use of automatic 30  
15 minute meal break deduction in the timekeeping system. To the extent any off-the-clock  
16 work is performed by employees during a meal period to prepare for the production line to  
17 re-start, it would be de minimis.

18 19. Given the above, factoring in potential variations across managers and  
19 production lines, and not accounting for overlap for workdays with both first meal and  
20 second meal period violations, the value of this claim is not expected to exceed \$90,000 for  
21 the entire class.

22 20. Deco's written rest period policy was compliant as it allowed for a paid  
23 break every four hours worked or major fraction thereof. Plaintiffs, however, contend that  
24 they were never authorized or permitted a third rest break for shifts exceeding 10 hours. As  
25 such, exposure would be commensurate with the second meal break claim at \$121,000 to  
26 \$136,125 for the maximum 275 Deco Settlement Class Members. Notably, unlike meal  
27 breaks, there is no requirement that rest breaks be recorded and a review of time records  
28 does not reveal if and when employees took rest breaks. Given the above, and considering

1 potential for variations across managers and production lines, the value of the rest period  
2 claim is not expected to exceed \$75,000 for the entire class.

3 21. Deco maintained both an electronic timekeeping system and a manual one.  
4 Employees would either clock in and out or sign off on time sheets reflecting hours worked.  
5 The electronic timekeeping system was primarily utilized by direct Deco employees.  
6 Manual time sheets would primarily be used by employees from staffing agencies, such as  
7 Plaintiffs, and which would be provided to staffing agencies, such as Kamran, for payroll  
8 processing. Such time sheets would either be pre-filled or employees themselves would fill  
9 in their time.

10 22. The foregoing timekeeping variations would present huge hurdles with  
11 respect to class certification on any rounding or off-the-clock claims. To the extent that  
12 employee work was performed around scheduled production lines, irrespective of when  
13 employees clocked in or out, it can be contended that any loss of time due to any rounding  
14 is time when employees were not expected to be working. Also, that any pre-filled time  
15 sheets reflect the actual time employees were working and employees were free to do as  
16 they pleased outside of the production schedule reflected in their time sheets.

17 23. Moreover, Deco contended that employees were given an opportunity to  
18 review their time records before signing off, as Plaintiffs did, and contest any anomalies.  
19 Also, the produced electronic time records reflect instances of employees requesting time  
20 clock adjustments. In light thereof, to the extent that any rounding or off-the-clock claims  
21 can be certified, they are expected to be minimal and the value of this claim is not expected  
22 to exceed \$40,000 for the entire class.

23 24. Defendant would owe a maximum of 30 days of average daily wages at the  
24 time of separation if employees do not receive all monies owed at the time pursuant to Lab  
25 Code Secs. 201-203. Given an average hourly rate of \$11.00 and an average of 9 hours  
26 worked per day, the average daily rate would be \$104.50. Thus, the average waiting time  
27 penalty would be \$3,135, which for 275 former employees would result in maximum  
28 exposure of \$862,125. As the wages must be owed to trigger waiting time penalties, this

1 maximum exposure amount is significantly discounted. Second, because of the weaknesses  
2 of Plaintiff's meal period, rest period, and unpaid wages claims, the waiting time claim  
3 lacks support.

4 25. Significantly, even if Plaintiffs can establish liability on the underlying  
5 claims, they would also have to show that non-payment was "willful" under Lab. Code Sec.  
6 203 to trigger waiting time penalties. This would be difficult due to the nature of the  
7 violations at issue and that any wages or penalties owed are genuinely disputed. Even if the  
8 alleged violations were found to have occurred, the trier of fact could reasonably conclude  
9 that there was no intention to violate the law.

10 26. The value of the waiting time penalties claim is not expected to exceed  
11 \$75,000 for the entire class.

12 27. The wage statements issued by Kamran are substantively deficient because  
13 they do not include "the inclusive dates of the period for which the employee is paid" per  
14 Lab. Code Sec. 226(a)(6) and "the name and address of the legal entity that is the  
15 employer" per Lab. Code Sec. 226(a)(8). Thus, pursuant to Lab. Code Sec. 226(e)(2)(A),  
16 recipients will be deemed to suffer injury for these deficiencies. Kamran Settlement Class  
17 Members, who were generally paid on a weekly basis, would be owed \$50 for the initial  
18 pay period during which they received a non-compliant wage statement and \$100 for each  
19 subsequent pay period. Lab. Code Sec. 226(e)(1).

20 28. Kamran has represented that 21,233 Kamran Settlement Class Members  
21 received approximately 210,000 wage statements, which averages to approximately 10  
22 wage statements per class member. At this number, the wage statement penalties would  
23 average to \$950 per class members, or \$20,171,350 for all 21,233 Kamran Settlement Class  
24 Members.

25 29. The maximum exposure amount, however, would have to be substantially  
26 discounted because Lab. Code Sec. 226 requires that any omissions from wage statements  
27 be "knowing and intentional" to trigger penalties. Kamran has a high likelihood of  
28 prevailing on this front given the representation that Plaintiff Fuentes' lawsuit was the first

1 notice to Kamran of wage statement deficiency. Significantly, Kamran indicated that it  
2 sought to remedy the deficient wage statements and did so by October 2016.

3 30. To the extent that the wage statement claim can also be predicated on  
4 derivative violations for failing to include wages owed and gross wages earned, there is no  
5 presumed injury to employees under Lab. Code. Sec. 226(e)(2)(B). As such, Plaintiffs bear  
6 the burden of proving injury. Moreover, Defendants can potentially rely on authority  
7 suggesting that an employee cannot be held liable for wage statement penalties for failure to  
8 include premium wages for meal and rest breaks.

9 31. Given the above, it is believed that the wage statement claim against Kamran  
10 is defensible or at best, its value may not exceed 5% of the calculated exposure amount or  
11 approximately \$1,000,000.00. The \$390,000 Kamran GSA (or \$425,000 payable by  
12 Kamran less \$35,000 allocated to the Deco GSA for Kamran employees of Deco) captures  
13 approximately 40% of the claim value and provides for monetary recovery on this highly  
14 defensible claim.

15 32. The cases that reported a PAGA trial show that the discretionary penalties  
16 are discounted by approximately 75%-85%. A higher reduction here is likely given the  
17 precarious financial circumstances of both Defendants when coupled with Kamran's efforts  
18 at correcting the wage statement deficiencies forthwith. Reducing the estimated full PAGA  
19 exposure here of \$40,000,000 for Kamran Settlement Class by 90% results in exposure of  
20 \$4,000,000, assuming Plaintiffs can prevail on the underlying claim.

21 33. Realistically, given the weaknesses of the underlying claims, when factored  
22 with the limited PAGA penalty period (filing of suit in December 2015 through October  
23 2016) and risk of Kamran's insolvency, the value of this claim is not expected to exceed  
24 \$150,000.

25 34. In this case, the settlement is fair and adequate when compared to the total  
26 potential exposure and the risks inherent in Plaintiffs' claims. Plaintiffs consider the  
27 settlement to be significantly more than a "fraction," particularly considering the various  
28 potential complications, dangers and pitfalls that proceeding would entail. This proposed

1 settlement provides a fair and reasonable monetary recovery for the Settlement Class in the  
2 face of disputed claims. The \$625,000 Gross Settlement Amount captures about 45% of  
3 Plaintiff's assessed case value \$1,380,000 and which is extremely reasonable given the  
4 significant risk factors described above.

5 35. The parties had engaged in significant review and assessment of the asserted  
6 claims. Defendants could have moved for summary adjudication on all or some of the  
7 claims. Moreover, preparation for class certification and trial remained for the Parties as  
8 well as the prospect of appeals in the wake of a disputed class certification ruling for  
9 Plaintiffs and/or summary judgment ruling. As a result, the parties would incur  
10 considerably more attorneys' fees and costs through trial. This settlement avoids those risks  
11 and the accompanying expense.

12 36. Plaintiffs had not yet filed their motion for class certification. Had the Court  
13 certified any claims, Defendants would certainly seek to decertify the claims. Absent  
14 settlement, there was a risk that there would not be a certified class at the time of trial.

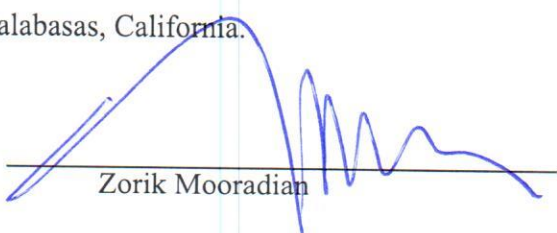
15 37. I submit that the proposed settlement is within the range of possible  
16 approval, such that notice should be provided to the Settlement Classes so that they can  
17 consider the settlement. The Court will have the opportunity to again assess the  
18 reasonableness of the settlement after the Settlement Classes have had the opportunity to  
19 submit their claims, opt-out, or object.

20 38. The alternative method of resolution would be hundreds of individual  
21 lawsuits challenging the same alleged wage and hour policies and practices of Defendants  
22 each seeking a small amount of damages.

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

25 Executed on November 6, 2017 in Calabasas, California.

26 LAW OFFICES OF  
27 ZORIK MOORADIAN  
5023 N. Parkway  
Calabasas  
CALIFORNIA, CA  
91302  
(818) 876-9627

28   
Zorik Mooradian

## **Ex. A – Joint Stipulation of Class Action Settlement and Release**

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

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
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

ASSIGNED FOR ALL PURPOSES TO  
JUDGE KENNETH R. FREEMAN

DEPT. 310

**JOINT STIPULATION OF CLASS  
ACTION SETTLEMENT AND RELEASE**

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

Plaintiffs,

Case No. BC661821

ASSIGNED FOR ALL PURPOSES TO  
JUDGE CAROLYN B. KUHL

1.

Case Nos. BC604535, BC661821

**JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

DEPT. 309

v.

KAMRAN STAFFING, INC., DECO  
ENTERPRISES, INC., and DOES 1  
through 20, inclusive,

Defendants.

**JOINT STIPULATION OF CLASS  
ACTION SETTLEMENT AND RELEASE**

This Joint Stipulation of Class Action Settlement and Release is entered into by Plaintiff Esther Fuentes and Plaintiff Walter Denny (collectively “Plaintiffs”) and Defendants Deco Enterprises, Inc. (erroneously sued as Deco Lighting, Inc.) (“Deco”) and Kamran staffing, Inc. (“Kamran”). Deco and Kamran are collectively referred to as “Defendants”.

IT IS HEREBY STIPULATED AND AGREED by the undersigned Parties subject to approval of the Court, that the settlement of these Actions with respect to the Settlement Class Members (as defined below) shall be effectuated upon and subject to the following terms and conditions.

**I. DEFINITIONS**

The following capitalized, defined terms used in this Agreement shall have the meanings ascribed to them below.

**1.1 Actions, Lawsuits or Complaints:** Shall mean the cases entitled (1) “*Esther Fuentes, individually and on behalf of other persons similarly situated and other aggrieved employees v. Kamran Staffing, Inc., Deco Lighting, Inc., and DOES 1 through 10*” venued in the Superior Court of California, County of Los Angeles, assigned Case No. BC604535, and any subsequent pleadings and amendments thereto; and (2) “*Walter Denny, individually and on behalf of all others similarly situated v. Kamran Staffing, Inc., Deco Enterprises, Inc., and DOES 1 through 20, inclusive*” venued in the Superior Court of California, County of Los Angeles, assigned Case No. BC661821, and any subsequent pleadings and amendments thereto, and which was previously venued in the Superior Court of California, County of San Bernardino, assigned Case No. CIVDS1605245.

2.

Case Nos. BC604535, BC661821

**JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

1                   **1.2 Agreement:** “Agreement,” “Settlement,” or “Settlement Agreement” means  
2 this Joint Stipulation of Class Action Settlement and Release.

3                   **1.3 Participating Deco Class Member:** Shall mean every Deco Class Member  
4 who does not opt out of the Settlement.

5                   **1.4 Participating Kamran Class Member:** Shall mean every Kamran Class  
6 Member who does not opt out of the Settlement.

7                   **1.5 Class Counsel:** Shall mean Zorik Mooradian, Esq. and Haik Hacopian, Esq.  
8 of the Law Offices of Zorik Mooradian, and Samuel A. Wong, Esq., Jessica L. Campbell, Esq., and  
9 Ali S. Carlsen of the Aegis Law Firm, PC.

10                   **1.6 Deco Class Period:** Shall mean the period of time beginning December 17,  
11 2011 through September 15, 2017.

12                   **1.7 Kamran Class Period:** Shall mean the period of time beginning December  
13 17, 2014 through September 15, 2017.

14                   **1.8 Kamran Claim Form:** Shall mean the written form which Kamran Class  
15 Members are required to submit in order to receive their individual share of the Settlement.

16                   **1.9 Deco Class Members, Deco Settlement Class, or Deco Settlement Class**  
17 **Members:** Shall mean all direct non-exempt or hourly employees of Defendant Deco Lighting, Inc.  
18 and all non-exempt or hourly employees placed for work with Defendant Deco Lighting, Inc. by  
19 Defendant Kamran Staffing, Inc. in the State of California during the Deco Class Period.

20                   **1.10 Kamran Class Members, Kamran Settlement Class, or Kamran**  
21 **Settlement Class Members:** Shall mean all employees of Defendant Kamran Staffing, Inc. in  
22 California who received wage statements or pay stubs from Defendant Kamran Staffing, Inc. during  
23 the Kamran Class Period.

24                   **1.11 Settlement Class or Settlement Class Members:** Shall collectively mean  
25 Deco Class Members and Kamran Class Members.

26                   **1.12 Defendant’s Counsel or Counsel for Defendants:** Shall mean: Todd B.  
27 Scherwin of Fisher & Phillips LLP, 444 S. Flower Street, Suite 1500, Los Angeles, CA 90071 and  
28

1 Bryan S. Doss of The Doss Law Firm, APC, 355 South Grand Ave., Ste. 2450, Los Angeles, CA  
2 90071.

3 **1.13 Plaintiffs, Named Plaintiffs or Class Representatives:** Shall mean Plaintiff  
4 Esther Fuentes and Plaintiff Walter Denny.

5 **1.14 Parties:** Shall collectively refer to Plaintiffs and Defendants.

6 **II. GENERAL BACKGROUND**

7 **2.1** On December 17, 2015, Plaintiff Esther Fuentes filed her Class Action  
8 Complaint against Defendant Kamran Staffing, Inc. ("Kamran") in Los Angeles County Superior  
9 Court, bearing case number BC604535, asserting claims for (1) Failure to Pay Wages, (2) Failure to  
10 Timely Pay Wages at Termination/Separation, (3) Failure to Provide Accurate Wage Statements, and  
11 (4) Violations of Unfair Business Practices Act, Sec. 17200.

12 **2.2** On March 18, 2016, Plaintiff Fuentes filed a First Amended Complaint adding  
13 a claim for Failure to Provide Meal Periods and a PAGA claim.

14 **2.3** On March 18, 2016, Kamran answered Plaintiff Fuentes' Complaint and filed  
15 a Cross-Complaint against Defendant Deco Lighting, Inc. ("Deco").

16 **2.4** On April 5, 2016, Plaintiff Walter Denny filed his Class Action Complaint in  
17 San Bernardino against Kamran and Deco, bearing case number CIVDS1605245, asserting claims  
18 for (1) Failure to Pay Minimum Wages, (2) Failure to Pay Overtime Wages, (3) Failure to Provide  
19 Meal Periods, (4) Failure to Provide Rest Periods, (5) Failure to Provide Accurate Itemized Wage  
20 Statements, (6) Failure to Maintain Records, (7) Failure to Pay All Wages Due Within the Required  
21 Time and Upon Separation of Employment, and (8) Violation of Bus. & Prof. Code Sec. 17200.

22 **2.5** On April 21, 2016, Deco filed an answer to Kamran's Cross-Complaint and  
23 also filed a Cross-Complaint against Kamran.

24 **2.6** On April 27, 2016, Kamran answered Plaintiff Fuentes' First Amended  
25 Complaint.

26 **2.7** On June 7, 2016, Plaintiff Denny filed a First Amended Complaint adding a  
27 PAGA claim and dropping the claim for Failure to Maintain Records.

28 **2.8** On August 17, 2017, Kamran answered Plaintiff Denny's Complaint.  
4, Case Nos. BC604535, BC661821

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**JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

1                   **2.9**     On August 23, 2016, Plaintiff Fuentes filed a DOE Amendment which added  
2     Deco to her complaint.

3                   **2.10**   On Sept. 26, 2016, a Notice of Related case was filed in the Fuentes action  
4     and Denny action by Deco.

5                   **2.11**   On October 4, 2016, Deco answered Plaintiff Denny's Complaint.

6                   **2.12**   On March 1, 2017, the Parties participated in a full-day mediation which  
7     subsequently resulted in an agreement to settle the Lawsuits as to Defendant Deco and Kamran as to  
8     its employees placed with Deco only.

9                   **2.13**   On May 27, 2017, the Denny action was transferred from San Bernardino  
10    Superior Court to Los Angeles Superior Court and was assigned case number BC661821.

11                  **2.14**   Defendants deny any liability or wrongdoing of any kind associated with the  
12    claims alleged in the Actions. Defendants contend, among other things, that they have complied at  
13    all times with the California Labor Code, the Industrial Welfare Commission Wage Orders, and the  
14    California Business and Professions Code. Moreover, Defendants contend, specifically, that they  
15    provide their non-exempt employees with all wages owed, pay all wages owed upon termination,  
16    and provide requisite meal and rest periods as required by law.

17                  **2.15**   Plaintiffs contend that the Actions are meritorious and that class certification  
18    is appropriate.

19                  **2.16**   Class Counsel has conducted a thorough investigation into the facts of the  
20    Actions including formal and informal discovery, and voluntary exchanges of information between  
21    the Parties. Class Counsel's work has included reviewing and analyzing time records for Deco  
22    Settlement Class Members, and reviewing documents related to Defendant Deco's time recording,  
23    and meal/rest break policies and practices. Class Counsel has also reviewed and assessed financial  
24    records provided by Defendants. Class Counsel is knowledgeable about and has done extensive  
25    research with respect to the applicable law and potential defenses to the claims of the Settlement  
26    Class. Class Counsel has diligently pursued an investigation of the Settlement Class Members'  
27    claims against Defendants. Based on the forgoing data and on their own independent investigation  
28    and evaluation, Class Counsel is of the opinion that the settlement with the Defendants for the

1 consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in  
2 the best interest of the Settlement Class Members in light of all known facts and circumstances,  
3 including the risk of significant delay and uncertainty associated with litigation, various defenses  
4 asserted by Defendants, and numerous potential appellate issues. Although they deny any liability,  
5 Defendants have agreed to settle the claims on the terms set forth herein.

6           **2.17** For settlement purposes only, Defendants will stipulate that the Settlement  
7 Class described herein should be certified. Defendants do not consent to certification of the  
8 Settlement Class for any purpose other than to effectuate settlement of the Actions. Defendants  
9 contend that the facts do not justify class certification under the governing legal standards outside  
10 the context of settlement. As such, this Agreement is being entered into for settlement purposes only.  
11 Consequently, Defendants' stipulation to the Settlement Class is not, and should not be construed as,  
12 any admission of fact or law in this matter or any other matter that class certification is appropriate.  
13 If the Court conditions its approval of either the Preliminary Approval Order or the Final Order and  
14 Judgment on any modifications of this Agreement that are not acceptable to all Parties, or if the  
15 Court does not approve the Settlement or enter the Final Order, or if the Final Settlement does not  
16 occur for any reason, then this Agreement will be deemed null and void *ab initio*. In that event (a)  
17 the Preliminary Approval Order and all of its provisions will be vacated by its own terms, including,  
18 but not limited to, vacating conditional certification of the Settlement Class, conditional appointment  
19 of Plaintiffs as class representatives and conditional appointment of Plaintiffs' counsel as Class  
20 Counsel, (b) the Actions will revert to the status that existed before the Agreement's execution date,  
21 and (c) no term or draft of this Agreement, or any part of the Parties' settlement discussions,  
22 negotiations or documentation will have any effect or be admissible into evidence for any purpose in  
23 the Actions or any other proceeding. If the Court does not approve the Settlement or enter the Final  
24 Order for any reason, or if the Final Settlement does not occur for any reason, Defendants shall  
25 retain all its rights to object to the maintenance of the Actions as a class action, and nothing in this  
26 Agreement or other papers or proceedings related to the settlement shall be used as evidence or  
27 argument by any Party concerning whether the Actions may properly be maintained as class actions.

1                   **2.18** This Agreement is contingent upon the approval and certification by the Court  
2 of the Deco Settlement Class as an opt-out class for settlement purposes only and the Kamran  
3 Settlement Class as a claims-made class for settlement purposes only.

4                   **III. CONDITIONS PRECEDENT TO SETTLEMENT TAKING EFFECT**

5                   **3.1** The Parties enter into this Agreement on a conditional basis. This Agreement  
6 is contingent upon, and will become final and effective only upon the occurrence, of all the  
7 following events:

8                   (a) The Court enters an order granting preliminary approval of the Settlement  
9 consistent with the terms described in this Agreement (or as otherwise agreed upon in writing by the  
10 Parties);

11                   (b) Mailing of the Deco Class Notice and Kamran Postcard, as those terms are  
12 defined herein, to Settlement Class Members in accordance with the Court's order of preliminary  
13 approval;

14                   (c) The Court setting and conducting a fairness hearing;

15                   (d) The Court entering an order granting final approval of the Settlement  
16 consistent with each and every term described in this Agreement (or as otherwise agreed upon in  
17 writing by the Parties); and

18                   (e) The payment of the Gross Settlement Amount, as defined herein and  
19 described in Paragraph 7, is complete.

20                   **3.2** This Agreement is contingent upon each of the conditions precedent in  
21 paragraph 3.1 occurring and is entered into voluntarily by the Parties for settlement purposes only.  
22 To the extent this Agreement is deemed void or does not take effect or for whatever reason does not  
23 result in the final resolution of these Actions, Defendants do not waive, and instead expressly  
24 reserves the right to challenge all claims and allegations in the Actions upon all procedural, factual  
25 and legal grounds, as well as asserting any and all other potential defenses or privileges. If the  
26 Settlement is not approved by the Court, nothing in this Agreement or any draft thereof, or any  
27 documents submitted to the Court in support of this Agreement or Court approval thereof, shall have  
28

any effect, nor shall any such matter be admissible in evidence for any purpose in the Actions or in any other proceeding or forum.

#### IV. TERMS OF SETTLEMENT

The terms of the Settlement are as follows:

**4.1 Gross Settlement Amount:** The Parties agree to settle the Actions for a Gross Settlement Amount of Six Hundred Twenty Five Thousand Dollars and Zero Cents (\$625,000.00) (“Gross Settlement Amount”) on a non-reversionary basis, with Deco paying the sum of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) and Kamran paying the sum of Four Hundred Twenty Five Thousand Dollars and Zero Cents (\$425,000.00). The entire \$200,000 amount payable by Deco and Thirty Five Thousand Dollars and Zero Cents (\$35,000) of the \$425,000 amount payable by Kamran shall be paid to the Deco Settlement Class (“Deco Gross Settlement Amount”). Three Hundred Ninety Thousand Dollars and Zero Cents (\$390,000) of the amount payable by Kamran shall be paid to the Kamran Settlement Class (“Kamran Gross Settlement Amount”). The Gross Settlement Amount is the maximum that Defendants shall be required to pay under this Agreement, and shall be deemed in satisfaction of claims for: (1) all wages, penalties, interest, and/or other amounts to be paid to Settlement Class Members; (2) the payment to the Labor and Workforce Development Agency (“LWDA”) pursuant to the Private Attorneys’ General Act (“PAG Act”); (3) attorneys’ fees and costs of Class Counsel approved by the Court; (4) the service payments to the Class Representatives, if any, approved by the Court; (5) all costs of administration, including, without limitation, settlement administration fees; and (6) the employee share of payroll taxes on the taxable portion of the settlement payments. In addition to the Gross Settlement Amount set forth above, Defendants shall separately pay the employer share of payroll taxes on the portion of Deco Individual Settlement Amounts allocated to wages. The Deco Gross Settlement Amount is premised on a class size not to exceed 275 members. The Kamran Gross Settlement Amount is premised on a total number of 210,000 wage statements.

**4.2 Deco Net Settlement Amount:** The “Deco Net Settlement Amount” is defined as the Deco Gross Settlement Amount less the payment to the LWDA, attorney’s fees as awarded by the Court, documented litigation costs and expenses incurred or advanced by Class

1 Counsel as awarded by the Court, the service payments to the Class Representatives as awarded by  
2 the Court, and the costs of administering the settlement, as allocated to the Deco Gross Settlement  
3 Amount herein. The Deco Net Settlement Amount shall be payable to Deco Class Members who do  
4 exclude themselves from the Settlement. Any portion of the Deco Net Settlement Amount  
5 attributable to Deco Class Members who request exclusion shall be payable to Deco Class Members  
6 who do not request exclusion.

7 **4.3 Kamran Net Settlement Amount:** The “Kamran Net Settlement Amount” is  
8 defined as the Kamran Gross Settlement Amount less the payment to the LWDA, attorney’s fees as  
9 awarded by the Court, documented litigation costs and expenses incurred or advanced by Class  
10 Counsel as awarded by the Court, the service payments to the Class Representatives as awarded by  
11 the Court, and the costs of administering the settlement, as allocated to the Kamran Gross Settlement  
12 Amount herein. The Kamran Net Settlement Amount shall be payable to Kamran Class Members  
13 who submit valid claims. Any portion of the Kamran Net Settlement Amount attributable to Kamran  
14 Class Members who do not submit claims shall be payable to Kamran Class Members who submit  
15 claims.

16 **4.4 Calculation of the Deco Individual Settlement Amounts:** “Deco Individual  
17 Settlement Amount” means the portion of the Deco Net Settlement Amount distributable to a  
18 Participating Deco Class Member, which will be distributed on a non-reversionary basis. Each  
19 Participating Deco Class Member’s Deco Individual Settlement Amount will be based on whether or  
20 not the Participating Deco Class Member is a former employee and the number of workweeks that  
21 the Participating Deco Class Member was employed at Deco during the Deco Class Period as  
22 follows: Each Participating Deco Class Member employed by Defendants will receive 1 point for  
23 each workweek employed as a non-exempt employee during the Deco Class Period. Participating  
24 Deco Class Members who separated from their employment with Defendant during the Deco Class  
25 Period will receive 0.25 additional points for each workweek they were employed as a non-exempt  
26 employee during the Deco Class Period up to a maximum of 6 additional points to compensate them  
27 for their waiting time penalty claim. The value of a point shall be determined by dividing the Deco  
28 Net Settlement Amount by the total number of points available to the Deco Settlement Class. Except

as set forth herein, each Participating Deco Class Member shall receive a gross payment equal to his or her points multiplied by the value of a point.

**4.5 Calculation of Kamran Individual Settlement Amounts:** “Kamran Individual Settlement Amount” means the portion of the Kamran Net Settlement Amount distributable to a Participating Kamran Class Member, which will be distributed on a non-reversionary basis. 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.

**4.6 Tax Allocation of Individual Settlement Amounts:** One-third (33 1/3%) of each Participating Deco Class Member’s Deco Individual Settlement Amount will be treated as wages, will be subject to normal tax withholding, and shall be reported to the taxing authorities on an IRS Form W-2. Two-thirds (66 2/3%) of each Participating Deco Class Member’s Deco 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 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 Individual Settlement Amounts and/or the Class Representatives’ service payments, if any, will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, pension plans, matching contributions, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by

Defendants, unless otherwise required by law. Defendants make no warranty and have provided no advice regarding the tax treatment of payments. All taxes, other than the employee's share of the payroll taxes, which will be paid from the Gross Settlement Amount, are the sole responsibility of the Participating Class Member receiving the payment.

**4.7 LWDA PAG Act Payments:** The Parties agree that \$15,000 of the Gross Settlement Amount shall be allocated as settlement of claims under the California PAG Act with \$5,000 allocated to the Deco Gross Settlement Amount and \$10,000 allocated to the Kamran Gross Settlement Amount. Seventy-five percent (75%) of that total, or \$11,250, shall be paid to the LWDA pursuant to the provisions of the PAG Act. The remaining twenty-five percent (25%), or \$3,750, shall be distributed to the Participating Class Members as part of the Net Settlement Amount on a pro-rata basis. If the Court reduces the LWDA payment, the un-awarded amount shall be added into the Net Settlement Amount to be available to the Participating Class Members for distribution.

**4.8 Service Payments to Class Representatives:** The amounts, if any, awarded to the Class Representatives as service payments will be set by the Court. Defendants will not oppose Plaintiff Fuentes' request for a service payment up to \$5,000 and Plaintiff Denny's request for a service payment up to \$5,000. These amounts will come from the Deco Gross Settlement Amount. The service payments will be in addition to the Individual Settlement Amounts awarded to the Class Representatives. The Settlement Administrator, as that term is defined herein, will issue an IRS Form 1099 with regard to the service payments and all taxes on these payments shall be the sole responsibility of the Plaintiffs. In the event the Court reduces the service payments and awards less than \$5,000 to each Class Representative, the un-awarded amount shall be added into the Deco Net Settlement Amount to be available to the Participating Deco Class Members for distribution. Failure of the Court to award the requested service payments to the Class Representatives is not grounds to void the Agreement.

**4.9 Attorney's Fees and Documented Litigation Costs to Class Counsel:** Defendants agree not to oppose an award of attorney's fees to Class Counsel of up to 33 <sup>1</sup>/<sub>3</sub> % of the Gross Settlement Amount of \$625,000.00 which is in the amount of \$ \$208,333.33 and the amount that counsel is requesting. The fees shall be allocated \$78,333.33 to the Deco Gross Settlement

Amount and \$130,000 to the Kamran Gross Settlement Amount. Said fees shall be in addition to payment of documented litigation costs and expenses incurred by Class Counsel, in an amount not to exceed \$15,000.00, as awarded by the Court in connection with this matter and which shall be allocated thirty eight percent (38%) to the Deco Gross Settlement Amount and sixty two percent (62%) to the Kamran Gross Settlement Amount. Failure of the Court to award the requested attorney's fees or costs is not grounds to void the Agreement. The attorneys' fees awarded under this paragraph shall be paid Sixty Five Percent (65%) to the Law Offices of Zorik Mooradian and Thirty Five Percent (35%) to the Aegis Law Firm, PC.

**4.10** If the Court reduces the attorney's fees award or litigation costs requested by Class Counsel, the un-awarded amount shall be added into the Net Settlement Amount to be available to the Participating Class Members for distribution.

**4.11 Fair and Reasonable Settlement:** Plaintiff believes that the settlement is fair and reasonable and will so represent to the Court. Although they deny any liability, Defendants have agreed to settle the claims on the terms set forth herein.

## **V. RELEASE OF CLAIMS BY SETTLEMENT CLASS MEMBERS WHO DO NOT OPT OUT**

**5.1 RELEASE OF CLAIMS BY DECO SETTLEMENT CLASS MEMBERS WHO DO NOT OPT OUT:** Upon the final approval of the Settlement by the Court, and except as to such rights or claims as may be created by this Agreement, each Participating Deco Class Member will fully and forever release and discharge Defendants 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 unpaid overtime;

(b) all claims for meal and rest period violations; (c) all claims for unpaid minimum wages; (d) all claims for the failure to timely pay wages upon termination; (e) all claims for the failure to timely pay wages during employment; (f) all claims for wage statement violations; (g) all claims for failure to maintain accurate employment records; (h) all claims asserted through California Labor Code sections 2698 *et seq.* (the Private Attorneys General Act of 2004) arising out of the aforementioned claims; and (i) all claims asserted through California Business & Professions Code § 17200 *et seq.* arising out of the aforementioned claims. This release shall apply to all claims arising at any point between December 17, 2011 and September 15, 2017 for work performed by Participating Deco Class Members for Defendant Deco only.

**5.2 RELEASE OF CLAIMS BY KAMRAN SETTLEMENT CLASS MEMBERS WHO DO NOT OPT OUT:** 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.

**5.3** In addition to the specific releases made by Participating Class Members as described in this Section 5, Plaintiffs, as of the Effective Date and as to Defendants, make the

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**JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

1 additional following general release (“General Release”) of all claims, known or unknown, in  
2 exchange and in consideration for the service payments to the Class Representatives contemplated  
3 herein. Plaintiffs agree to release any and all claims of any kind arising from or related to their  
4 employment with Defendants, including, but not limited to, claims arising under the California  
5 Labor Code, the Industrial Welfare Commission Wage Orders, the PAG Act, and Title VII of the  
6 Civil Rights Act of 1964, as amended. This General Release includes any unknown claims that  
7 Plaintiffs do not know or suspect to exist in their favor at the time of this General Release, which, if  
8 known by them, might have affected their settlement with, and release of, the Defendants, or might  
9 have affected their decision not to object to this Settlement and General Release. With respect to this  
10 General Release, Plaintiffs stipulate and agree that, upon the date this Agreement becomes effective,  
11 Plaintiffs shall be deemed to have, and by operation of the final judgment in this Action shall have,  
12 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and  
13 benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or  
14 state law which provides:

15           A general release does not extend to claims which the creditor does  
16           not know or suspect to exist in his or her favor at the time of  
17           executing the release, which if known by him or her must have  
18           materially affected his or her settlement with the debtor.

## 19 **VI. MUTUAL RELEASE BY KAMRAN AND DECO**

20           **6.1** Upon execution of this Agreement, Kamran and Deco agree to mutually, fully and  
21 forever release and discharge each other and any parent, subsidiary, affiliate, predecessor or  
22 successor, and all agents, employees, offices, directors and attorneys thereof, from any and all  
23 claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages,  
24 action or causes of action contingent or accrued for, which relate to the allegations and claims  
25 asserted in the Actions and associated cross-complaints against each other, or which could have been  
26 asserted and arise from or are reasonably related to any of the allegations set forth in the operative  
27 Complaints or cross-complaints, including without limitation to, any and all claims for breach of  
28 contract and indemnity.

1 **VII. NOTICE PROCESS**

2           **7.1** The Parties have sought bids for a Settlement Administrator (“Settlement  
3 Administrator”) and have selected CPT Group, 16630 Aston, Irvine, CA 92606 as their mutually  
4 agreed upon Settlement Administrator, or another mutually selected Settlement Administrator in  
5 advance of preliminary approval. The duties of the Settlement Administrator will include compiling  
6 the class list from information provided by the Parties, handling all mailings to the Settlement Class,  
7 tracing undeliverable mailings, recording and tracking responses to the mailing to the Settlement  
8 Class (including recording the identity of any Settlement Class Members who dispute their  
9 Individual Settlement Amount, request exclusion, or submit claims), creating and maintaining the  
10 necessary website and processing claims electronically through that website, responding to inquiries  
11 made by the Settlement Class, calculating Individual Settlement Amounts, issuance of and mailing  
12 out of Individual Settlement Amounts, reporting payment of the Individual Settlement Amounts to  
13 all required taxing and other authorities, taking appropriate withholding from the Individual  
14 Settlement Amounts, paying all employer payroll taxes and other required payments withheld,  
15 distributing the Gross Settlement Amount to the appropriate persons and/or entities in the  
16 appropriate amounts, and other related tasks as mutually agreed to by the Parties. It is also  
17 understood that the Settlement Administrator will establish a Qualified Settlement Fund (“QSF”)  
18 pursuant to Section 468B(g) of the Internal Revenue Code, and regulations promulgated thereunder  
19 for the purpose of administering this Settlement. All of the costs, fees, expenses, and liabilities  
20 incurred by the Settlement Administrator in performing these functions shall be paid out of the Gross  
21 Settlement Amount and are not expected to exceed Sixty Thousand Dollars (\$60,000) which shall be  
22 allocated \$8,000 to the Deco Gross Settlement Amount and \$52,000 to the Kamran Gross Settlement  
23 Amount.

24           **7.2** No later than fifteen (15) days after Preliminary Approval, (1) Defendants will  
25 provide the Settlement Administrator with information regarding all Deco Settlement Class  
26 Members, including their last known address, Social Security Number, dates of employment as non-  
27 exempt employees, and total workweeks that the Deco Settlement Class Member worked for Deco  
28 as a non-exempt employee during the Deco Class Period, and (2) Kamran will provide the  
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**JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

1 Settlement Administrator with information regarding all Kamran Settlement Class Members,  
2 including their last known address, Social Security Number, dates of employment, and the total  
3 number of wage statements that the Kamran Settlement Class Member received from Kamran during  
4 the Kamran Class Period.

5           **7.3**     The Settlement Administrator shall mail, no later than twenty-one (21) days  
6 after the Court grants Preliminary Approval, in both English and Spanish, a Notice of Pendency of  
7 Class Action, Proposed Settlement and Hearing Date for Court Approval to all Deco Class Members  
8 in the form approved by the Court (“Deco Class Notice”). The Deco Class Notice will include an  
9 explanation that the Deco Class Members have the right to be excluded from the Settlement by  
10 submitting a written request for exclusion (opt-out). A copy of the proposed Deco Class Notice is  
11 attached hereto as **Exhibit “1”**.

12           **7.4**     The Settlement Administrator shall mail, no later than twenty-one (21) days  
13 after the Court grants Preliminary Approval, a 4 x 6 postcard to all Kamran Class Members in the  
14 form approved by the Court (“Kamran Postcard”). The Kamran Postcard will direct Kamran Class  
15 Members to a website which will contain the Notice of Pendency of Class Action, Proposed  
16 Settlement and Hearing Date for Court Approval to all Kamran Class Members in the form approved  
17 by the Court, in both English and Spanish (“Kamran Class Notice”), and a claim form to all Kamran  
18 Class Members in the form approved by the Court, in both English and Spanish (“Kamran Claim  
19 Form”). The Kamran Postcard will include an explanation that Kamran Class Members must submit  
20 the Kamran Claim Form to claim their Kamran Individual Settlement Amount and that they may do  
21 so by either completing and submitting the Kamran Claim Form electronically through the website  
22 or by printing the Kamran Claim Form from the website, completing it, and mailing it to the  
23 Settlement Administrator. Kamran Class Members will also be advised that they may request that  
24 the Settlement Administrator mail them a copy of the Kamran Claim Form. The Kamran Postcard  
25 will include a unique identification number or code for each Kamran Class Member which will  
26 facilitate submission of their claim electronically online. Upon visiting the website, Kamran Class  
27 Members will be presented with a link whereby they may submit their claim and will be directed to  
28 enter their unique identification code. A copy of the proposed Kamran Class Notice is attached

1 hereto as **Exhibit “2”**, a copy of the proposed Kamran Claim Form is attached hereto as **Exhibit**  
2 **“3”**, and a copy of the proposed Kamran Postcard is attached hereto as **Exhibit “4”**.

3           **7.5**     The Settlement Administrator will take reasonable steps to ensure that the  
4 Deco Class Notice and Kamran Postcard are sent to all Settlement Class. Prior to mailing, the  
5 Settlement Administrator shall search a National Change of Address Database to confirm the current  
6 address for each Settlement Class Member. If any envelopes or postcards are returned, the  
7 Settlement Administrator may use appropriate methods including but not limited to skip-trace to  
8 obtain the current addresses of the Settlement Class Members. The Settlement Administrator will re-  
9 mail all notices that were returned by the postal service, and for which additional addresses are  
10 known or obtainable, within five (5) days. Any Settlement Class Member whose Class Notice or  
11 Postcard has been re-mailed shall have an additional seven (7) days to submit any exclusion request,  
12 objections, claims, or workweek/wage statement dispute. Any re-mailed Class Notice and/or Kamran  
13 Postcard will reflect the extended deadlines.

14           **7.6**     The Deco Class Notice for each Deco Settlement Class Member will reflect  
15 the estimated number of workweeks that the Deco Settlement Class Member worked for Deco as a  
16 non-exempt employee during the Deco Class Period, along with the points allocated to the Deco  
17 Class Member and the estimated amount of money that said Deco Settlement Class Member will  
18 receive. The Kamran Postcard and Kamran Claim Form for each Kamran Settlement Class Member  
19 will reflect the estimated number of wage statements that the Kamran Settlement Class Member  
20 received during the Kamran Class Period and the estimated amount of money that said Kamran  
21 Settlement Class Member will receive if all Kamran Settlement Class Members submit a valid  
22 Kamran Claim Form. If a Settlement Class Member disputes the number of workweeks or number of  
23 wage statements listed on his or her Deco Class Notice, Kamran Postcard, or Kamran Claim Form,  
24 the Settlement Class Member may provide written documentation to the Settlement Administrator  
25 regarding: (1) the workweeks that the Deco Settlement Class Member contends that he or she was  
26 employed during the Deco Class Period; (2) the number of wage statements that the Kamran  
27 Settlement Class Member contends that he or she received during the Kamran Class Period. Any  
28 challenge to the number of work weeks or number of wage statements must be supported by

documentary evidence. When a Settlement Class Member disputes the number of workweeks worked or number of wage statements received, Defendants' records will have a rebuttable presumption of correctness and will control absent the Settlement Administrator being persuaded otherwise. Each Settlement Class Member will have thirty (30) calendar days from the date their Deco Class Notice or Kamran Postcard was mailed to submit a dispute under this paragraph.

**7.7** Each Deco Settlement Class Member will have sixty (60) calendar days from the date the Deco Class Notice was mailed to submit a request for exclusion (opt-out) by U.S. mail to the Settlement Administrator. Each Kamran Class Member will have sixty (60) calendar days from the date the Kamran Postcard was mailed to submit a request for exclusion (opt-out) by U.S. mail or submit their Kamran Claim Form to the Settlement Administrator. If more than eighteen (18) of the Deco Settlement Class Members exclude themselves from the Settlement (i.e. "opt-out" of the Settlement by submitting a timely and valid request for exclusion), Deco has the discretionary option to terminate this Agreement by communicating that decision to the Settlement Administrator and Class Counsel; provided however, Deco will be responsible for any costs and fees incurred by the Settlement Administrator. If more than ten percent (10%) of the Kamran Settlement Class Members exclude themselves from the Settlement (i.e. "opt-out" of the Settlement by submitting a timely and valid request for exclusion), Kamran has the discretionary option to terminate this Agreement by communicating that decision to the Settlement Administrator and Class Counsel; provided however, Kamran will be responsible for any costs and fees incurred by the Settlement Administrator. Exercise of the option under this paragraph as to the Deco Settlement Class shall not bar this Settlement from proceeding as to the Kamran Settlement Class, and vice versa.

**7.8** Any Settlement Class Member who objects to this Settlement shall mail his or her objection to the Settlement Administrator within sixty (60) calendar days from the date the Deco Class Notice and Kamran Postcard were mailed. The Third Party Administrator will then provide any objection to the Parties who shall submit any objection to the Court. If a Settlement Class Member does not timely object to the Settlement, that Settlement Class Member will be ineligible to appeal any aspect of the Settlement which is finally approved by the Court.

**7.9** A request for exclusion must be signed and dated to be valid.

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**JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

1                   **7.10** If a request for exclusion or Kamran Claim Form is returned by a Settlement  
2 Class Member, but has not been signed or is otherwise materially deficient, the Settlement  
3 Administrator will send a deficiency notice to the Settlement Class Member within seven (7) days of  
4 the date the Settlement Administrator becomes aware of such deficiency. Any request for exclusion  
5 or Kamran Claim Form that was originally submitted on or before the deadline to submit a request  
6 for exclusion or Kamran Claim Form shall be effective if the deficiency is cured within seven (7)  
7 days prior to the date of the Final Approval Hearing.

8                   **7.11** At least ten (10) court days prior to the deadline for filing the Motion for Final  
9 Approval the Settlement Administrator shall provide counsel for the Parties a declaration of due  
10 diligence and proof of mailing with regard to the mailing of the Deco Class Notices and Kamran  
11 Postcard.

## 12 **VIII. FUNDING AND DISTRIBUTION OF GROSS SETTLEMENT AMOUNT**

13                   **8.1 Funding of Deco Gross Settlement Amount:** Within ten (10) business days  
14 after the Court grants Final Approval, Defendants will deposit money with the Settlement  
15 Administrator in an amount equal to the Deco Gross Settlement Amount plus the employer share of  
16 payroll taxes, to pay (1) the Deco Settlement Class per the terms of the final settlement agreement,  
17 and (2) to the extent allocated to the Deco Gross Settlement Amount, court approved attorneys' fees  
18 and costs, administration costs, the LWDA payment, the service payments, and the payroll taxes  
19 described herein. The Settlement Administrator shall deposit the Deco Gross Settlement Amount  
20 into an interest-bearing account. Any interest accrued on the Deco Gross Settlement Amount will be  
21 distributed to the Deco Settlement Class except that if final approval is reversed on appeal, then  
22 Defendants are entitled to prompt return of the principal and all interest accrued.

23                   **8.2 Funding of Kamran Gross Settlement Amount:** Within thirty (30) days  
24 after the Court grants Final Approval, Kamran will commence with the payment of equal monthly  
25 installment payments to fund the Kamran Gross Settlement Amount, which will be payable over a  
26 period of thirty six (36) months to the Settlement Administrator, to pay (1) the Kamran Settlement  
27 Class per the terms of the final settlement agreement, and (2) to the extent allocated to the Kamran  
28 Gross Settlement Amount, court approved attorneys' fees and costs, administration costs, the LWDA

1 payment, and service payments. In the event that Kamran fails to make a timely installment  
2 payment, the Settlement Administrator will provide notice to Plaintiffs and Kamran within five (5)  
3 business days of the missed installment payment as Kamran will be in default. Thereafter, Kamran  
4 will have three (3) business days to cure the default and tender the installment payment to the  
5 Settlement Administrator. Kamran will only be allowed up to two (2) defaults under this paragraph.  
6 To the extent that Kamran fails to cure a default or defaults more than twice, Plaintiffs will be  
7 entitled to a enter judgment against Kamran, on an ex parte basis, for the balance of the unpaid  
8 Kamran Gross Settlement Amount to date and Plaintiffs will be entitled to recover interest at 10%  
9 per year and reasonable attorneys' fees and costs should such efforts be necessitated. The Settlement  
10 Administrator shall deposit Kamran's monthly installment payments for the Kamran Gross  
11 Settlement Amount into an interest-bearing account. Any interest accrued on the Kamran Gross  
12 Settlement Amount will be distributed to the Kamran Settlement Class except that if final approval is  
13 reversed on appeal, then Kamran is entitled to prompt return of the principal and all interest accrued.

14 **8.3** If no objection to the Settlement is pending at the time of the Final Approval  
15 Hearing, the Settlement Administrator shall disburse all payments allocated to the Deco Gross  
16 Settlement Amount, including individual settlement checks to Participating Class Members, the  
17 LWDA payment, the Class Representative Awards, and Class Counsel's attorney's fee award and  
18 approved litigation costs, no later than thirty (30) calendar days after receipt of the Deco Gross  
19 Settlement Amount from Defendants.

20 **8.4** If an objection is pending at the time of the Final Approval Hearing, the  
21 Settlement Administrator shall hold the Deco Gross Settlement Amount in escrow until the deadline  
22 for appeal from the judgment granting Final Approval to the Settlement has passed. If there is an  
23 appeal of the order granting final approval, the Settlement Administrator shall hold the Deco Gross  
24 Settlement Amount in escrow until the appeal has been resolved. The Settlement Administrator  
25 shall disburse all undistributed funds within fifteen (15) days after the escrow period ends.

26 **8.5** The Settlement Administrator is to make two proportionate distributions of the  
27 Kamran Gross Settlement Amount as follows: (1) the first distribution is to occur not later than ten  
28 (10) days after Kamran has paid the first eighteen (18) installment payments, or otherwise paid the

1 first one-half of the Kamran Gross Settlement Amount, to the Settlement Administrator; and (2) the  
2 second distribution is to occur not later than ten (10) days after Kamran has paid the second eighteen  
3 (18) installment payments, or otherwise paid the second one-half of the Kamran Gross Settlement  
4 Amount, to the Settlement Administrator. Prior to each distribution, the Settlement Administrator  
5 will perform a search based on the National Change of Address Database information to update and  
6 correct for any known or identifiable address changes. If a new address is obtained by way of a  
7 returned distribution payment, then the Settlement Administrator shall promptly forward the  
8 distribution payment to the updated address via first-class regular U.S. mail indicating on the  
9 original mailing the date of such re-mailing. With each of the two distributions, the Settlement  
10 Administrator is to make pro rata distributions to the appropriate parties for payments due under this  
11 Agreement. Any funds representing Kamran Individual Settlement Amounts that remain uncashed  
12 180 days after the first distribution shall be made available to the respective claimant Participating  
13 Kamran Class Member as part of the second distribution.

14 **8.6** If a Participating Class Member's settlement check is returned by the postal  
15 service, the Settlement Administrator may use appropriate methods including but not limited to skip-  
16 trace and telephone follow-up to obtain the current address of the Participating Class Member. The  
17 Settlement Administrator will re-mail all individual settlement checks that were returned by the  
18 postal service within five (5) days.

19 **8.7** Individual settlement checks that are returned a second time and settlement  
20 checks not cashed within 180 days of issuance will not be re-issued. If a Participating Class Member  
21 does not cash or deposit his or her check within 180 days from the date of issuance, or if a settlement  
22 check is returned for a second time, the Settlement Administrator shall pay the funds pursuant to  
23 California Code of Civil Procedure Sec. 384 as follows: (1) Twenty-five percent (25%) to the State  
24 Treasury for deposit in the Trial Court Improvement and Modernization Fund, (2) Twenty-five  
25 percent (25%) to the State Treasury for deposit into the Equal Access Fund of the Judicial Branch;  
26 and (3) Fifty percent (50%) to Chrysalis, which is a 501(c)(3) non-profit corporation selected by the  
27 Parties and which describes itself as "a non-profit organization dedicated to creating a pathway to  
28 self-sufficiency for homeless and low-income individuals by providing the resources and support

needed to find and retain employment” (www.changelives.org). Uncashed checks representing Kamran Individual Settlement Amounts shall be paid pursuant to the above only after they remain outstanding 180 days after checks have been issued for the final installment.

#### **IX. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL**

**9.1** Promptly after execution of this Agreement, Plaintiffs shall move the Court for Preliminary Approval of this Settlement and entry of an order accomplishing the following:

(a) Scheduling a final approval and fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the Settlement Class Members;

(b) Approving as to form and content the proposed Class Notices, Kamran Claim Form, and Kamran Postcard;

(c) Directing the mailing of the Class Notices and Kamran Claim Form by first class mail to the Settlement Class Members;

(d) Preliminarily approving this Settlement;

(e) Preliminarily certifying the Settlement Class for purposes of settlement; and

(f) Preliminarily approving the PAG Act payment to the LWDA.

**9.2** Class Counsel shall be responsible for drafting and filing the Motion for Preliminary Approval. The Parties shall submit this Agreement in support of the Motion for Preliminary Approval of the Settlement. Defendants shall not oppose the motion so long as it is consistent with the terms of this Agreement. Any disagreement among the Parties concerning the Class Notices, Kamran Postcard, Kamran Claim Form, or other documents necessary to implement the Settlement will be referred to the Court.

#### **X. DUTIES OF THE PARTIES PRIOR TO FINAL APPROVAL**

**10.1** In connection with the hearing on final approval of the Settlement, Plaintiffs will submit a proposed final order approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions. Class Counsel shall be responsible for drafting and filing the Motion for Final Approval.

1 **XI. SIGNATORIES AUTHORITY**

2 **11.1** The signatories hereto represent that they are fully authorized to enter into this  
3 Agreement and bind the Parties hereto.

4 **XII. MUTUAL FULL COOPERATION**

5 **12.1** The Parties agree to fully cooperate with each other to accomplish the terms  
6 of this Agreement, including but not limited to, execution of such documents and to take such other  
7 action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this  
8 Agreement shall use their best efforts, including all reasonable efforts contemplated by this  
9 Agreement and any other reasonable efforts that may become necessary by order of the Court, or  
10 otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after  
11 execution of this Agreement, Class Counsel shall, with the assistance and cooperation of Defendants  
12 and its counsel, take all reasonably necessary steps to secure the Court's preliminary and final  
13 approval of the settlement.

14 **XIII. NO PRIOR ASSIGNMENTS**

15 **13.1** The Parties hereto represent, covenant, and warrant that they have not directly  
16 or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any  
17 person or entity any portion of any liability, claim, demand, action, cause of action or rights released  
18 and discharged by this Agreement.

19 **XIV. ENFORCEMENT ACTION**

20 **14.1** Except as otherwise provided in this Agreement, in the event that one or more  
21 of the Parties to this Agreement institutes any legal action or other proceeding against any other  
22 Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations  
23 under this Agreement, the successful Party or Parties shall be entitled to recover from the  
24 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees,  
25 incurred in connection with any enforcement action.

26 **XV. NOTICES**

27 **15.1** Unless otherwise specifically provided herein, all notices, demands or other  
28 communications given hereunder shall be in writing and shall be deemed to have been duly given as  
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1 of the third business day after mailing by United States registered or certified mail, return receipt  
2 requested, addressed:

3 To the Settlement Class:  
4 Zorik Mooradian, Esq.  
5 Law Offices of Zorik Mooradian  
6 5023 N. Parkway Calabasas  
7 Calabasas, CA 91302

8 To Defendants:  
9 Todd B. Scherwin  
10 Fisher & Phillips LLP  
11 444 S. Flower Street, Suite 1500  
12 Los Angeles, CA 90071

13 Bryan S. Doss  
14 The Doss Law Firm, APC  
15 355 S. Grand Ave., Ste. 2450  
16 Los Angeles, CA 90071

## 17 **XVI. OTHER MATTERS**

18 **16.1 Construction.** The Parties hereto agree that the terms and conditions of this  
19 Agreement are the result of lengthy, intensive, arms' length negotiations between the Parties and that  
20 this Agreement shall not be construed in favor of or against any Party by reason of the extent to  
21 which any Party or his or its counsel participated in the drafting of this Agreement.

22 **16.2 Captions and Interpretations.** Paragraph titles or captions contained herein  
23 are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or  
24 describe the scope of this Agreement or any provision hereof. Each term of this Agreement is  
25 contractual and not merely a recital.

26 **16.3 Modification.** This Agreement may not be changed, altered, or modified,  
27 except in writing and signed by the Parties hereto, and approved by the Court. This Agreement may  
28 not be discharged except by performance in accordance with its terms or by a writing signed by all  
of the Parties hereto.

**16.4 Integration Clause.** This Agreement contains the entire agreement between  
the Parties relating to the Settlement and transaction contemplated hereby, and all prior or  
contemporaneous agreements, understandings, representations, and statements, whether oral or  
24. Case Nos. BC604535, BC661821

1 written and whether by a Party or such Party's legal counsel, are merged herein, including but not  
2 limited to the Mediator's Proposal dated March 1, 2017. No rights hereunder may be waived except  
3 in writing.

4 **16.5 Signatures of All Settlement Class Members Unnecessary to be Binding.**

5 It is agreed that, because the members of the Settlement Class are numerous, it is impossible or  
6 impractical to have each Settlement Class Member execute this Agreement. The Notice will advise  
7 all Settlement Class Members of the binding nature of the release provided herein and such shall  
8 have the same force and effect as if this Agreement were executed by each Settlement Class  
9 Member.

10 **16.6 Counterparts.** This Agreement may be executed in counterparts, and when  
11 each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed  
12 an original, and, when taken together with other signed counterparts, shall constitute one fully-  
13 signed Agreement, which shall be binding upon and effective as to all Parties.

14 *Nov*  
15 Dated: ~~Sep.~~ 3, 2017

16 By: *Esther Fuentes*  
17 PLAINTIFF ESTHER FUENTES

18  
19 Dated: Sep. \_\_, 2017

20 By: \_\_\_\_\_  
21 PLAINTIFF WALTER DENNY

22  
23  
24 Dated: Sep. \_\_, 2017

25 **DECO ENTERPRISES, INC.**

26 By: \_\_\_\_\_  
27  
28

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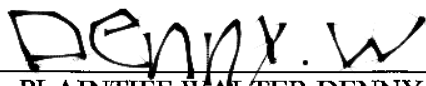
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14  
15 Dated: Sep. \_\_, 2017

16 By: \_\_\_\_\_  
17 PLAINTIFF ESTHER FUENTES

18  
19 11/03/2017  
Dated: Sep. \_\_, 2017

20 By:  \_\_\_\_\_  
21 PLAINTIFF WALTER DENNY

22  
23  
24 Dated: Sep. \_\_, 2017

**DECO ENTERPRISES, INC.**

25  
26 By: \_\_\_\_\_  
27  
28

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14  
15 Dated: Sep. \_\_, 2017

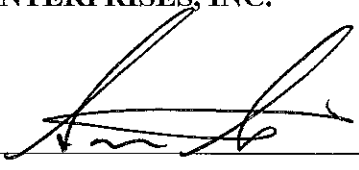
16 By: \_\_\_\_\_  
17 PLAINTIFF ESTHER FUENTES

18  
19 Dated: Sep. \_\_, 2017

20 By: \_\_\_\_\_  
21 PLAINTIFF WALTER DENNY

22  
23  
24 Dated: ~~Sep.~~ \_\_, 2017  
NOV 1,

25 **DECO ENTERPRISES, INC.**

26 By: \_\_\_\_\_  
27 

1 Dated: Sep. \_\_, 2017

KAMRAN STAFFING, INC.

2  
3  
4 By: 

5  
6 Dated: Sep. \_\_, 2017

**CLASS COUNSEL:**  
LAW OFFICES OF ZORIK MOORADIAN

7  
8  
9 By: \_\_\_\_\_

ZORIK MOORADIAN  
Attorneys for Esther Fuentes and the Class

10  
11  
12 Dated: Sep. \_\_, 2017

**CLASS COUNSEL:**  
AEGIS LAW FIRM, PC

13  
14  
15 By: \_\_\_\_\_

SAMUEL A. WONG  
Attorneys for Walter Denny and the Class

16  
17  
18  
19 Dated: Sep. \_\_, 2017

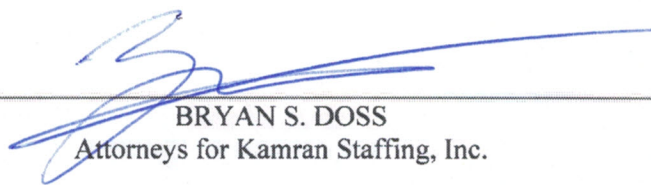
**DEFENDANTS' COUNSEL:**  
FISHER & PHILLIPS LLP

20  
21 By: \_\_\_\_\_

TODD B. SCHERWIN  
Attorneys for Deco Enterprises, Inc.

22  
23 Dated: <sup>Nov. 1</sup> Sep. \_\_, 2017

THE DOSS LAW FIRM, APC

24  
25  
26 By: 

BRYAN S. DOSS  
Attorneys for Kamran Staffing, Inc.

1  
2 Dated: Sep. \_\_, 2017

KAMRAN STAFFING, INC.

3  
4 By: \_\_\_\_\_

5  
6 Dated: Sep. Nov. 6, 2017

**CLASS COUNSEL:**  
LAW OFFICES OF ZORIK MOORADIAN

7  
8  
9 By: \_\_\_\_\_  
10 ZORIK MOORADIAN  
11 Attorneys for Esther Fuentes and the Class

12 Dated: Sep. \_\_, 2017

**CLASS COUNSEL:**  
AEGIS LAW FIRM, PC

13  
14  
15 By: \_\_\_\_\_  
16 SAMUEL A. WONG  
17 Attorneys for Walter Denny and the Class

18  
19 Dated: Sep. Nov. 1, 2017

**DEFENDANTS' COUNSEL:**  
FISHER & PHILLIPS LLP

20  
21 By: \_\_\_\_\_  
22 TODD B. SCHERWIN  
23 Attorneys for Deco Enterprises, Inc.

24 Dated: Sep. \_\_, 2017

THE DOSS LAW FIRM, APC

25  
26 By: \_\_\_\_\_  
27 BRYAN S. DOSS  
28 Attorneys for Kamran Staffing, Inc.

1  
2 Dated: Sep. \_\_, 2017

**KAMRAN STAFFING, INC.**

3  
4 By: \_\_\_\_\_

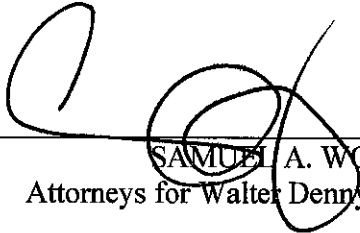
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6 Dated: Sep. \_\_, 2017

**CLASS COUNSEL:**  
**LAW OFFICES OF ZORIK MOORADIAN**

7  
8  
9 By: \_\_\_\_\_  
10 **ZORIK MOORADIAN**  
11 Attorneys for Esther Fuentes and the Class

12 Dated: <sup>Nov.</sup> ~~Sep.~~ 3, 2017

**CLASS COUNSEL:**  
**AEGIS LAW FIRM, PC**

13  
14  
15 By:  \_\_\_\_\_  
16 **SAMUEL A. WONG**  
17 Attorneys for Walter Denny and the Class

**DEFENDANTS' COUNSEL:**  
**FISHER & PHILLIPS LLP**

18  
19 Dated: Sep. \_\_, 2017

20  
21 By: \_\_\_\_\_  
22 **TODD B. SCHERWIN**  
23 Attorneys for Deco Enterprises, Inc.

24 Dated: Sep. \_\_, 2017

**THE DOSS LAW FIRM, APC**

25  
26 By: \_\_\_\_\_  
27 **BRYAN S. DOSS**  
28 Attorneys for Kamran Staffing, Inc.

**KAMRAN STAFFING, INC.**

By: \_\_\_\_\_

**CLASS COUNSEL:**  
LAW OFFICES OF ZORIK MOORADIAN

By: ZORIK MOORADIAN  
Attorneys for Esther Fuentes and the Class

**CLASS COUNSEL:**  
AEGIS LAW FIRM, PC

By: \_\_\_\_\_  
 SAMUEL A. WONG  
 Attorneys for Walter Denny and the Class

**DEFENDANTS' COUNSEL:**  
FISHER & PHILLIPS LLP

By: TODD B. SCHERWIN  
Attorneys for Deco Enterprises, Inc.

THE DOSS LAW FIRM, APC

By: \_\_\_\_\_  
BRYAN S. DOSS  
Attorneys for Kamran Staffing, Inc.

## **Ex. 1 – Deco Class Notice**

*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 a direct non-exempt or hourly employee of Deco Lighting or non-exempt or hourly employee placed for work with Deco Lighting by Kamran Staffing in the State of California at any time between December 17, 2011 and September 15, 2017, you may be entitled to receive money from a proposed class action settlement.**

*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 \$235,000 has been reached between Plaintiff Esther Fuentes, Plaintiff Walter Denny and Defendant Deco Enterprises, Inc. (hereinafter “**Deco**”) and Defendant Kamran Staffing, Inc. (hereinafter “**Kamran**”) on behalf of Deco Settlement Class Members.
- The settlement resolves the following two class action lawsuits, *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 Defendants from alleged liability.
- The Court has not made a determination of the validity of the claims in the Lawsuits. Defendants deny any and all liability arising from any of the claims and contend that at all relevant times they complied with applicable laws.
- This Settlement will be used to settle claims of all Deco Settlement Class Members. The amount of Deco Settlement Class Members’ individual settlements will be determined by the number of weeks they worked (“workweeks”) and whether they are a former employee.
- Lawyers for the Deco Settlement Class Members will be asking the Court to award up to \$78,333.33 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 \$5,700, incurred during the case. They also will ask the Court to approve: (1) a \$5,000 service payment to Plaintiff Esther Fuentes and a \$5,000 service payment to Plaintiff Walter Denny (“**Plaintiffs**” or “**Class Representatives**”) who assisted in litigating this case for the benefit of all Settlement Class Members; (2) a \$3,750 payment to the California Labor and Workforce Development Agency; and (3) up to a maximum of \$8,000 to the Settlement Administrator for costs incurred in administering this Settlement.
- Section 10 below sets forth an estimate of your share of the Settlement.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DO NOTHING                                       | <p>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. <b>You get a payment and release your claims.</b> (See Sections 10 and 19, below).</p> <p>If you do not agree with the number or workweeks presented to you in this Class Notice, you will have until <b>[INSERT DATE]</b> to submit any dispute regarding your individual workweek calculations. (See Section 10, below)</p> |
| OPT OUT OR EXCLUDE YOURSELF                      | <p>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 <b>[INSERT DATE]</b>. If you opt-out, you will not release any claims against Defendants and you will receive no benefit from this settlement. (See Section 13, below)</p>                           |
| OBJECT                                           | <p>If you do not think the settlement is fair and do not opt out, 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 <b>[INSERT DATE]</b>. (See Section 16, below)</p> <p>You may not object if you have opted out.</p>                                                                                                          |

## BASIC INFORMATION

### 1. Why did I get this Class Notice package?

The records of Defendants indicate that you were employed by Deco, or otherwise were placed for work with Deco by Kamran in California as a non-exempt or hourly paid employee at any time from December 17, 2011 through September 15, 2017 (“**Deco Class Period**”) (See Section 6 below).

You were sent this Class Notice 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 and later added Deco. On April 5, 2016, Plaintiff Walter Denny filed a Class Action Complaint in the San Bernardino County Superior Court (Case No. CIVDS1605245) against Kamran and Deco. 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.

Defendants have vigorously denied and defended against the allegations in the Lawsuits, asserting that they have 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.

The Superior Court of California, County of Los Angeles, has not made a ruling on the merits of Plaintiffs’ claims or Defendants’ 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 Defendants violated any legal wage requirements or is liable for any of the charges made by Plaintiffs. Defendants deny all of the legal claims in the case, and also assert 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 Deco 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 Deco 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 will 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 Deco Settlement Class consists the following group:

All direct non-exempt or hourly employees of Deco and all non-exempt or hourly employees placed for work with Deco by Kamran in the State of California at any time beginning December 17, 2011 through September 15, 2017.

If you received this Class Notice, you are considered to be a Deco 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 Deco Settlement Class Member. Also note that this Settlement does not cover work performed for any entity other than Deco.

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

You are receiving this Class Notice because Defendants' records indicate that you are a Deco Settlement Class Member. If you believe you have received this Class Notice in error, please notify the Settlement Administrator immediately.

If this Class Notice 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 check itself, reaches you.

**In order to receive payment under this Settlement, you do not have to take any action.**

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 9. What does the settlement provide?

The Settlement Agreement provides that Defendants will pay Two Hundred Thirty Five Thousand Dollars (\$235,000.00) (the “**Deco 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 Eight Thousand Dollars (\$8,000.00); (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 Seventy Eight Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$78,333.33), which is 33 1/3% of the Gross Settlement Amount; (3) to Settlement Class Counsel for their litigation costs and expenses, up to a maximum of Five Thousand Seven Hundred Dollars (\$5,700.00); (4) Five Thousand Dollars (\$5,000) to Plaintiff Esther Fuentes and Five Thousand Dollars (\$5,000) to Plaintiff Walter Denny as service payments for services they provided on behalf of the Settlement Class, risk of payment of costs in the event there had been an unfavorable outcome in the Lawsuits, and stigma; (5) to the

California Labor and Workforce Development Agency, the sum of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) as its share of PAGA remedies; the remaining sum, (the “**Deco Net Settlement Amount**”) will be distributed entirely to Deco 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 Deco Settlement Class Member, you will automatically receive payment if you do not exclude yourself.**

Your estimated Deco Individual Settlement Amount of **[AMOUNT]** is based on the total number of workweeks you worked as a Deco Settlement Class Member in California during the Deco Class Period which is **[NUMBER]**, plus an additional **[NUMBER]** workweeks if you left the employ of Defendants between December 17, 2011 and September 15, 2017, and which is calculated as follows:

Each Participating Deco Class Member’s Deco Individual Settlement Amount will be based on whether or not the Participating Deco Class Member is a former employee and the number of workweeks that the Participating Deco Class Member was employed at Deco during the Deco Class Period as follows: Each Participating Deco Class Member employed by Defendants will receive 1 point for each workweek employed as a non-exempt employee during the Deco Class Period. Participating Deco Class Members who separated from their employment with Defendant during the Deco Class Period will receive 0.25 additional points for each workweek they were employed as a non-exempt employee during the Deco Class Period up to a maximum of 6 additional points to compensate them for their waiting time penalty claim. The value of a point shall be determined by dividing the Deco Net Settlement Amount by the total number of points available to the Deco Settlement Class. Except as set forth herein, each Participating Deco Class Member shall receive a gross payment equal to his or her points multiplied by the value of a point.

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

One-third (33 1/3%) of each Participating Deco Class Member’s Deco Individual Settlement Amount will be treated as wages, will be subject to normal tax withholding, and shall be reported to the taxing authorities on an IRS Form W-2.

Two-thirds (66 2/3%) of each Participating Deco Class Member’s Deco 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 calculating and withholding all required state and federal taxes.

Defendants will be responsible for paying all employer tax liabilities separate and apart from the Deco Gross Settlement Amount.

**Uncashed Checks:** If a Participating Deco Class Member does not cash or deposit his or her check within 180 days from the date of issuance, or if a settlement check is returned for a second time, the Settlement Administrator shall pay the funds 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).

**What if I believe My Workweeks are Wrong?** If you wish to dispute the number of Workweeks shown above or your status as a current or former employee, you must provide written documentation to the Settlement Administrator regarding what you contend is the correct information. Defendants’ 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, call the Settlement Administrator at **1-800-542-0900** or Class Counsel. *Please be patient.*

12. What am I releasing?

Upon the final approval of the Settlement by the Court, and except as to such rights or claims as may be created by this Agreement, each Participating Deco Class Member will fully and forever release and discharge Defendants 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 unpaid overtime; (b) all claims for meal and rest period violations; (c) all claims for unpaid minimum wages; (d) all claims for the failure to timely pay wages upon termination; (e) all claims for the failure to timely pay wages during employment; (f) all claims for wage statement violations; (g) all claims for failure to maintain accurate employment records; (h) all claims asserted through California Labor Code sections 2698 et seq. (the Private Attorneys General Act of 2004) arising out of the aforementioned claims; and (i) all claims asserted through California Business & Professions Code § 17200 et seq. arising out of the aforementioned claims. This release shall apply to all claims arising at any point between December 17, 2011 and September 15, 2017 for work performed by Participating Deco Class Members for Defendant Deco only.

## HOW YOU OPT OUT

13. How can I opt out of this settlement?

If you do not want to remain a member of the Deco 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 Deco 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 Defendants, 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 Defendants, their 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 Deco 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 Deco 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 \$78,333.33 to them for attorneys' fees, or one third (33 1/3%) of the Deco 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 \$5,700.00. Defendants have 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, 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/Deco 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 Deco Settlement Class member who does not object. You will also receive a settlement payment.

**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 [redacted] a.m. on [redacted], 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 Administrator’s general website at [www.cptgroup.com](http://www.cptgroup.com), which you should check periodically.

18. Do I have to come to the hearing?

No. Class Counsel will represent the Participating Deco 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 receive 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 the Defendants, their 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.

|                                                 |                                     |                                   |
|-------------------------------------------------|-------------------------------------|-----------------------------------|
| <b>THE SETTLEMENT<br/>ADMINISTRATOR FOR THE</b> | <b>SETTLEMENT CLASS<br/>COUNSEL</b> | <b>COUNSEL FOR<br/>DEFENDANTS</b> |
|-------------------------------------------------|-------------------------------------|-----------------------------------|

| SETTLEMENT IS:                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CPT Group, Inc.<br>50 Corporate Park<br>Irvine, CA 92606<br>Phone: (800) 542-0900<br>Fax: (949) 419-3446<br>www.cptgroup.com | Zorik Mooradian<br>zorik@mooradianlaw.com<br>Haik Hacopian<br>Law Offices of Zorik Mooradian<br>5023 N. Parkway Calabasas<br>Calabasas, California 91302<br>Telephone: (818) 876-9627<br>Facsimile: (888) 783-1030<br><br>Samuel A. Wong<br>swong@aegislawfirm.com<br>Jessica L. Campbell<br>jcampbell@aegislawfirm.com<br>Ali S. Carlsen<br>acarlsen@aegislawfirm.com<br>AEGIS LAW FIRM, PC<br>9811 Irvine Center Drive, Ste. 100<br>Irvine, California 92618<br>Telephone: (949) 379-6250<br>Facsimile: (949) 379-6251 | <u>Counsel for Defendant Deco:</u><br>Todd B. Scherwin<br>tscherwin@fisherphillips.com<br>Fisher & Phillips LLP<br>444 S. Flower Street, Suite 1590,<br>Los Angeles, CA 90071<br>Telephone: (213) 330-4500<br>Facsimile: (213) 330-4501<br><br><u>Counsel for Defendant Kamran:</u><br>Bryan S. Doss<br>bryandoss@dosslegalservices.com<br>The Doss Law Firm, APC<br>355 South Grand Ave., Ste. 2450<br>Los Angeles, CA 90071<br>Telephone: (213) 943-1388 |

**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.***

## **Ex. 2 – Kamran Class Notice**

*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](http://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 sets forth an estimate of your share of the Settlement.

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

|                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>SUBMIT A CLAIM TO RECEIVE PAYMENT AND PARTICIPATE</b></p> | <p>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 <a href="http://www.kamranpaystubsettlement.com">www.kamranpaystubsettlement.com</a>, 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.</p> <p>Your Claim Form must be submitted on or before <b>[INSERT DATE]</b>. 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.</p> <p>If you do not agree with the number of wage statements or paystubs presented to you in the Claim Form, you will have until <b>[INSERT DATE]</b> to submit any dispute regarding your individual workweek calculations. (See Section 10, below).</p> |
| <p><b>OPT OUT OR EXCLUDE YOURSELF</b></p>                       | <p>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 <b>[INSERT DATE]</b>. 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).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p><b>OBJECT</b></p>                                            | <p>If you do not think the settlement is fair, whether or not you submit a claim form, 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 <b>[INSERT DATE]</b>. (See Section 16, below).</p> <p>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.</p> <p>You may not object if you have opted out.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

|            |                                                                                                                                                                                                                                                      |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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  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 [\[www.kamranpaystubsettlement.com\]](http://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.**

## 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 [\[www.kamranpaystubsettlement.com\]](http://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.**

An estimate of your share of the Kamran Net Settlement Amount, if you timely submit a Claim Form, is set forth in your Claim Form 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, 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.kamranpaystubsettlement.com](http://www.kamranpaystubsettlement.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 is expected to be distributed in two installments. 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](http://www.changelives.org)).

Please note that the above distribution dates are only 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 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, 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.

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

**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.***

## **Ex. 3 – Kamran Claim Form**

## **CLAIM FORM FOR KAMRAN SETTLEMENT CLASS MEMBERS**

*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*

**TO RECEIVE PAYMENT UNDER THIS SETTLEMENT, YOU MUST COMPLETE AND SUBMIT THIS CLAIM FORM ONLINE, OR COMPLETE AND RETURN THIS CLAIM FORM TO THE SETTLEMENT ADMINISTRATOR **CPT GROUP AT 50 CORPORATE PARK, IRVINE, CA 92606**, ON OR BEFORE **[INSERT DATE]**.**

### **Estimated Individual Settlement Payment and Wage Statement Information**

According to the records of Kamran, you are a Kamran Settlement Class Member as defined in the accompanying Class Notice. Based on Kamran's records, your total number of wage statements or paystubs is: **[NUMBER]**.

Your estimated Kamran Individual Settlement Payment based on the number of wage statements indicated above, and assuming all Kamran Settlement Class Members submit claims, is: **[AMOUNT]**.

By submitting this claim for payment under the Settlement, you agree to be bound by the terms of the Settlement, including the release of claims as set forth in the Notice of Proposed Class Action Settlement and Joint Stipulation of Class Action Settlement and Release.

### **I WANT TO BE PART OF THIS SETTLEMENT**

Dated: **[ ]** / **[ ]** / **[ ]**

**Print Name**

**Signature**

### **Change of Address**

Your mailing address currently on file with the Settlement Administrator which is where your Postcard was mailed and where your settlement payment installments will be mailed:

**Mr. John Doe  
123 Fake Street  
Springfield, USA**

If the address on the right to which the Postcard was mailed is NOT correct, OR if you move after you received the Postcard, you must complete the section below:

Street Address & Apt. No.: **[ ]**

City, State, and Zip Code: **[ ]**

### **If You Believe the Number of Your Wage Statements is Wrong**

If you wish to challenge the number of wage statements shown above, 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.

**[www.kamranpaystubsettlement.com](http://www.kamranpaystubsettlement.com)**

## **Ex. 4 – Kamran Postcard**

# LEGAL NOTICE of Proposed Class Action Settlement

*A court authorized this notice. This is not a solicitation from a lawyer. Please read this notice carefully as your legal rights may be affected.*

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](http://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 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. 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]**. **YOU MUST SUBMIT A CLAIM FORM TO 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](http://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, 2017 and September 15, 2017. 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 \$60,000; 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, your individual share of the settlement is estimated to be: **[AMOUNT]**. 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, your individual share of the settlement is expected to be proportionately greater.

If you 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 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](http://www.kamranpaystubsettlement.com)** or call the Settlement Administrator at **1-800-542-0900**.

# **Declaration of HAIK HACOPIAN**

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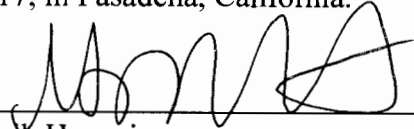
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1 proposed class in this action.

2 6. I do not have any financial interest in, or involvement with, the proposed cy  
3 pres beneficiary in this case, Chrysalis.

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

6 Executed this 6<sup>th</sup> day of November 2017, in Pasadena, California.

7   
8 Haik Hacobian

# **Declaration of KASHIF HAQUE**

ZORIK MOORADIAN, Bar No. 136636  
zorik@mooradianlaw.com  
HAIK HACOPIAN, Bar No. 282361  
haik.hacopian@gmail.com  
LAW OFFICES OF ZORIK MOORADIAN  
5023 N. Parkway Calabasas  
Calabasas, California 91302  
Telephone: (818) 876-9627  
Facsimile: (888) 783-1030

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  
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

ASSIGNED FOR ALL PURPOSES TO  
JUDGE KENNETH R. FREEMAN

DEPT. 310

**DECLARATION OF KASHIF HAQUE IN  
SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

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

Plaintiffs,

v.

KAMRAN STAFFING, INC., DECO  
ENTERPRISES, INC., and DOES 1  
through 20, inclusive,

Defendants.

Case No. BC661821

1 KASHIF HAQUE, Bar No. 218672  
2 SAMUEL A. WONG, Bar No. 217104  
3 JESSICA L. CAMPBELL, Bar No. 280626  
4 ALI S. CARLSEN, Bar No. 289964  
5 **AEGIS LAW FIRM, PC**  
6 9811 Irvine Center Drive, Suite 100  
Irvine, CA 92618  
Telephone: (949) 379-6250  
Facsimile: (949) 379-6251

1 I, Kashif Haque, hereby declare as follows:

2 1. I am an attorney at law licensed to practice before all of the courts of the State of  
3 California. I am a founding partner of Aegis Law Firm, PC (“Aegis”), counsel for Walter Denny  
4 (“Plaintiff”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the  
5 facts set forth herein.

6 2. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of  
7 Class Action Settlement. If called as a witness, I could and would competently testify thereto.

8 **Case History**

9 3. Plaintiff’s Complaint in this action (the “*Denny* Action”) was filed against Kamran  
10 Staffing, Inc., and Deco Enterprises, Inc. (collectively, “Defendants”), on April 5, 2016, in San  
11 Bernardino County Superior Court.

12 4. Plaintiff’s First Amended Complaint was filed on June 7, 2016. In that pleading,  
13 Plaintiff asserts claims for unpaid minimum wages, overtime wages, meal period and rest break  
14 violations, and various other wage and hour claims, including a Private Attorneys General Act of  
15 2004 claim (“PAGA”), on behalf of himself and all non-exempt employees who worked for  
16 Defendants in the State of California during the putative class period.

17 5. On or around September 26, 2016, a Notice of Related Case was filed in the *Denny*  
18 Action in relation to another pending action filed by plaintiff Esther Fuentes against Defendants in  
19 Los Angeles County Superior Court (the “*Fuentes* Action”).

20 6. On May 27, 2017, the *Denny* Action was transferred from San Bernardino Superior  
21 Court to Los Angeles Superior Court.

22 7. On August 9, 2017, the matters were deemed related and assigned to the Honorable  
23 Judge Kenneth R. Freeman in Department 310 for all purposes with the *Fuentes* action being  
24 designated the lead case.

25 8. As of August 16, 2017, the parties indicated via Case Anywhere that the cases had  
26 been settled, and the parties requested a hearing date for a Motion for Preliminary Approval.

**Class Counsel's Qualifications**

9. Aegis Law Firm prosecutes wage and hour cases, including class actions, on behalf of employees and others who have had their rights violated. Aegis serves as plaintiffs' counsel of record in dozens of wage and hour and employment class action cases pending in both state and federal court.

10. Aegis has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative California Labor Code claims and penalties. *See, e.g., Romo, et al. v. GMRI, Inc., d/b/a Olive Garden*, United States District Court Central District of California, Case No. EDCV-12-0715-JLQ (class certification granted for restaurant workers' rest period claims); *Sawyer, et al. v. Retail Data, LLC*, Orange County Superior Court, Case No. 30-2014-00753767-CU-OE-CXC (failure to provide paid rest breaks to piece rate employees); *Gonzalez v. SFFI Company, Inc., et al.*, San Bernardino County Superior Court, Case No. CIV DS1504287 (unpaid wages, meal period, and rest break claims for non-exempt employees); *Antoine v. Riverstone Residential California, Inc., et al.*, Sacramento County Superior Court, Case No. 34-2013-00155974 (rate of pay, on-call time, unpaid wage, meal period, rest break, and expense reimbursement claims for non-exempt employees); *Nguyen v. Pharmerica*, Orange County Superior Court, Case No. 30-2014-00716072-CU-OE-CXC (unpaid wages and unreimbursed expenses for pharmacists); *Orellana v. Westlake*, Los Angeles Superior Court, Case No. BC539614 (unpaid overtime, meal period and rest break claims for call center employees); *Kent v. Mountain View Child Care, Inc.*, Los Angeles County Superior Court, Case No. BC539633 (minimum wage, overtime, meal period, and rest break claims for hospital workers); *Durroh v. East West Bank*, Los Angeles County Superior Court, Case No. BC528860 (overtime claims for failure to include bonuses in regular rate of pay for bank workers); *O'Brien, et al. v. Pizza Hut of Southeast Kansas, Inc., et al.*, Riverside County Superior Court, Case No. MCC 1301030 (meal period and expense reimbursement claims for delivery drivers); *Bell v. Prime Healthcare*, Orange County Superior Court, Case No. 30-2011-00475240-CU-OE-CXC (overtime claims for failure to include shift premiums in regular rate of pay and failure to provide meal and rest periods to hospital workers); *Grana v. Toys R US-Delaware, Inc.*, Central District of California, Case No. 2:13-cv-01302-DSF-JCG (bag check claims for unpaid

2.

Case Nos. BC604535, BC661821

1 wages and failure to provide meal periods and rest breaks to retail employees); *Mendez v. H.J.*  
2 *Heinz Company, L.P., et al.*, Orange County Superior Court, Case No. 30-2013-00644915-CU-  
3 OE-CXC (failure to pay all wages to factory workers due to rounding practice); *Fresh & Easy*  
4 *Wage and Hour Cases*, Los Angeles Superior Court, Case No. JCCP 4705 (failure to provide meal  
5 and rest periods to supermarket workers); *Lunsford v. Stater Bros.*, Riverside Superior Court, Case  
6 No. RIC 1104475 (failure to provide meal and rest periods to supermarket workers); *Gregg v.*  
7 *Belo*, Riverside Superior Court, Case No. RIC 523697 (unpaid wages and missed meal and rest  
8 periods due to misclassification of newspaper delivery employees); *Brown v. Experian*  
9 *Information Solutions, Inc., et al.*, Orange County Superior Court, Case No. 30-2012-00375163  
10 (misclassification of engineers and similar positions); *Tereth v. Shakey's USA, Inc.*, Los Angeles  
11 Superior Court, Case No. BC441359 (failure to provide meal and rest periods to restaurant  
12 employees); *Azurin v. Harbor Distributing LLC, et al.*, Los Angeles Superior Court, Case No.  
13 BC421392 (failure to pay overtime wages, failure to provide meal and rest periods, and failure to  
14 reimburse business expenses to Account Managers); *Caffero v. ABC*, (failure to provide meal  
15 periods and reimburse expenses of therapists). All cases cited above were successfully resolved for  
16 the plaintiff classes.

17 11. As for my personal qualifications, I am a graduate of Washington University School  
18 of Law, where I received my J.D. in 2001.

19 12. While in law school, I was a recipient of numerous honors, including being elected by  
20 my peers on the Law Review to be a member of the Editorial Board, authoring an article published  
21 in the Law Review, being chosen as an executive Board Member of Moot Court, and being a  
22 member of the Dean's List. I received a Bachelor of Science in Business Administration from the  
23 Harmon School of Business at the University of Central Missouri in 1998, where I was a member of  
24 the Beta Alpha Psi honors fraternity.

25 13. During law school, I worked for a well-known class action and employment rights  
26 law firm in St. Louis, Missouri, named Schwartz, Herman and Davidson LLP. During my tenure, I  
27 participated in litigating and settling the largest class action in Missouri history.

1           14.     After graduating in 2001, the same year in which I took and successfully passed the  
2 California Bar Exam, I moved to Los Angeles, California, where I was employed in the legal  
3 services department at PricewaterhouseCoopers LLP (“PwC”).

4           15.     In 2003, I left PwC and became a founding partner of Aegis Law Firm, PC, along  
5 with Samuel A. Wong, Esq., who at the time was a member of the employment law department at  
6 Paul, Hastings, Janofsky & Walker LLP, and focused my practice on plaintiff’s employment work,  
7 which I have been doing almost exclusively since 2004. Over the course of my career, I have  
8 handled approximately 1,000 employment related cases, many of which included wage and hour  
9 claims. I am currently litigating over 80 employment wage and hour class action cases. Over the  
10 years, I have represented and obtained successful outcomes for my clients, including favorable  
11 verdicts through arbitration and trial.

12           16.     I served as the 2015 Chair of the Orange County Bar Association – Labor and  
13 Employment Section and am an active member of the California Employment Lawyers Association.  
14 I have been a speaker on employment class actions for various organizations, including the  
15 California State Bar, Orange County Bar Association, and California Employment Lawyers  
16 Association.

17           17.     I have been selected as a Super Lawyer every year from 2009 through 2016. I have  
18 been selected as one of the top 50 attorneys in Orange County by Super Lawyers for 2016. OC  
19 Register/Metro has named me as one of the top 5 plaintiff’s employment lawyers in Orange County  
20 every year from 2013 to 2016.

21           18.     Samuel A. Wong is a graduate of University of Pennsylvania Law School, where he  
22 received his J.D. in 2001. He received a Bachelor of Arts in Sociology from the University of  
23 California at Berkeley in 1997.

24           19.     After graduating from law school in 2001, the same year in which Mr. Wong took  
25 and successfully passed the California Bar Exam, he moved back to Los Angeles, California, where  
26 he was employed at Paul, Hastings, Janofsky & Walker, LLP (“Paul Hastings”). While working in  
27 the employment department at Paul Hastings, he was involved in over 20 wage and hour class action  
28 lawsuits that involved similar issues to the case at hand.

1           20.     Mr. Wong became a founding partner of Aegis Law Firm, PC, in 2003, and focused  
2 his practice exclusively on plaintiff-side employment work. He has handled approximately 1,000  
3 employment related cases, many of which were wage and hour class actions. Throughout his years  
4 of practice, Mr. Wong has represented and obtained successful outcomes for his clients, including  
5 awards through arbitration and trial.

6           21.     Mr. Wong is a member of the Orange County Bar Association, Orange County Trial  
7 Lawyers Association, and California Employment Lawyers Association.

8           22.     Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising Star,  
9 representing one of the top 2.5% of lawyers under 40 in Southern California during the years 2011 to  
10 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015 and 2016. He was  
11 also chosen as a Top Attorney in the field of employment law by OC Metro Magazine in 2014 and  
12 2015.

13           23.     Jessica L. Campbell is an associate at Aegis Law Firm, PC. Ms. Campbell was  
14 admitted to the California State Bar in December of 2011. She received her J.D. from Santa Clara  
15 University School of Law and her B.A. from the University of California at Berkeley. Ms.  
16 Campbell's experience includes successful work on class action appeals, class certification motions,  
17 and class settlements. *See, e.g., Montano v. Wet Seal Retail, Inc.*, 232 Cal. App. 4th 1214 (Cal. App.  
18 2d Dist. 2015) (denial of petition to compel arbitration affirmed); *Bower v. Inter-Con Security*  
19 *Systems, Inc.*, 232 Cal. App. 4th 1035 (Cal. App. 1st Dist. 2014) (denial of petition to compel  
20 arbitration affirmed); *Karapetian v. American Medical Response*, Los Angeles Superior Court, Case  
21 No. BC405195 (motion for class certification granted).

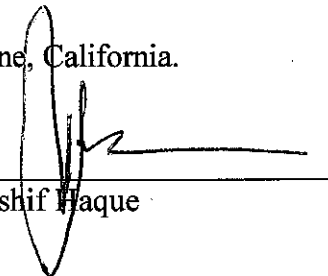
22           24.     Ali S. Carlsen is an associate at Aegis Law Firm, PC. Ms. Carlsen was admitted to the  
23 California State Bar in June of 2013. She received her J.D. from Golden Gate University School of  
24 Law and her B.S. in Criminal Justice Administration in 2008 from California State University-East  
25 Bay in Hawyard. Prior to joining Aegis Law Firm, Ms. Carlsen worked at Magarian & DiMercurio,  
26 APLC, where she primarily handled employment litigation matters representing both employers and  
27 employees, including matters involving wage and hour issues, harassment and discrimination, and  
28

1 wrongful termination. At Aegis, Ms. Carlsen's caseload has transitioned to more than 90% of cases  
2 involving plaintiff's side wage and hour class actions.

3 25. Shelly D. Song is an associate at Aegis Law Firm, PC. Ms. Song was admitted to  
4 the California State Bar in December of 2016. She received her J.D. from Loyola Law School in  
5 Los Angeles and her B.A. from Chapman University in Orange. Prior to joining Aegis, Ms. Song  
6 worked at Jose Garay, APLC, where she focused primarily on plaintiff-side class action  
7 employment litigation, and continues to do so at Aegis.

8  
9 I declare under penalty of perjury under the laws of the State of California that the foregoing  
10 is true and correct.

11 Executed this 3rd day of November 2017 at Irvine, California.

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14 Kashif Haque  
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# **Declaration of ESTHER FUENTES**

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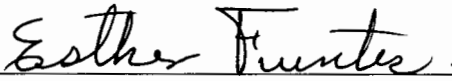
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1 conferences speaking to Mr. Mooradian's assistant Cristina, as well as Mr. Mooradian with  
2 Cristina translating. I have also spent time looking for documents to assist my attorneys with  
3 the case. Also, I travelled to and appeared at the mediation. I also spent time meeting with  
4 my counsel to review the settlement agreement and this declaration.

5 7. In total, including meetings and phone calls, I have spent approximately 18-  
6 20 hours on this case helping my attorneys.

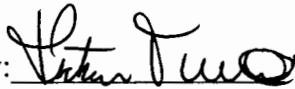
7 I declare under the penalty of perjury under the laws of the State of California that  
8 the foregoing is true and correct.

9 Executed this 3<sup>rd</sup> day of November 2017, at Pasadena, California.

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11   
12 Esther Fuentes, Declarant

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14 **Translation Authentication**

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16 I, Victoria Fuentes, on November 3, 2017, translated this Declaration from English to  
17 Spanish during a conference with Esther Fuentes. She indicated to me that she understood  
18 and signed the Declaration.

18  
19 By:   
Victoria Fuentes

**[PROPOSED] ORDER**

ZORIK MOORADIAN, Bar No. 136636  
[zorik@mooradianlaw.com](mailto:zorik@mooradianlaw.com)  
HAIK HACOPIAN, Bar No. 282361  
[haik.hacopian@gmail.com](mailto:haik.hacopian@gmail.com)  
LAW OFFICES OF ZORIK MOORADIAN  
5023 N. Parkway Calabasas  
Calabasas, CA 91302  
Telephone: (818) 876-9627  
Facsimile: (888) 783-1030

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]*

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date: December 5, 2017  
Time: 10:00 a.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  
through 20, inclusive,

Defendants

Case No.: BC661821  
*Related to Case No. BC604535 [Lead Case]*

CLASS AND REPRESENTATIVE  
ACTION

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

**[PROPOSED] ORDER APPROVING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

SAMUEL A. WONG, Bar No. 217104  
KASHIF HAQUE, Bar No. 218672  
JESSICA L. CAMPBELL, Bar No. 280626  
ALI S. CARLSEN, Bar No. 289964  
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Telephone: (949) 379-6250  
Facsimile: (949) 379-6251

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

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1 On December 5, 2017, the Court considered the motion of Plaintiffs, Esther Fuentes  
2 and Walter Denny, for preliminary approval of the Parties' proposed class action Settlement.

3 The Court having read and considered the papers on the motion submitted by Class  
4 Counsel, having heard the presentation of Class Counsel and Defendants' counsel, having  
5 reviewed all of the submissions presented with respect to the proposed Settlement, having  
6 carefully considered the requirements for class certification, and having preliminarily  
7 determined that the Settlement is fair, adequate, and reasonable, it is hereby ORDERED  
8 ADJUDGED, and DECREED that:

9 1. Preliminary Approval of the Class Action Settlement is GRANTED pursuant  
10 to Cal. Rules of Court, rule 3.769;

11 2. The Settlement, as set forth in the Joint Stipulation of Class Action  
12 Settlement and Release ("Settlement Agreement"), is in all respects fair, reasonable,  
13 adequate, and in the best interests of the Settlement Classes, and it is preliminarily approved.  
14 Except as expressly set forth herein, the Parties shall effectuate the Settlement Agreement  
15 according to its terms. The Settlement Agreement, and every term and provision thereof,  
16 shall be deemed incorporated herein as if explicitly set forth and shall have full force of an  
17 Order of this Court;

18 3. The Court finds that the notice plan set forth in the Settlement Agreement  
19 constitutes the best notice practicable under the circumstances and shall constitute due and  
20 sufficient notice to the Settlement Classes of the pendency of the Actions, the terms of the  
21 Settlement Agreement, the Final Approval Hearing, and satisfies the requirements of  
22 California law and federal due process law;

23 4. The proposed Settlement Classes are provisionally certified under Civ. Code  
24 § 382, with the Settlement Classes consisting of:

25 **Deco Settlement Class:** All direct non-exempt or hourly  
26 employees of Defendant Deco Lighting, Inc. and all non-  
exempt or hourly employees placed for work with Defendant  
Deco Lighting, Inc. by Defendant Kamran Staffing, Inc. in the  
State of California during the period of time beginning  
December 17, 2011 through September 15, 2017 ("Deco Class  
Period").

**Kamran Settlement Class:** All employees of Defendant Kamran Staffing, Inc. in California who received wage statements or pay stubs from Defendant Kamran Staffing, Inc. during the period of time beginning December 17, 2014 through September 15, 2017 (“Kamran Class Period”).

5. Plaintiffs, Esther Fuentes and Walter Denny, are appointed as Class Representatives;

6. Zorik Mooradian and Haik Hacopian of The Law Offices of Zorik Mooradian and Kashif Haque, Samuel A. Wong, Jessica L. Campbell, Ali S. Carlsen, and Shelly D. Song of the Aegis Law Firm, PC are appointed as Class Counsel for the Settlement Classes;

7. CPT Group, Inc., is appointed as the third-party administrator (“Settlement Administrator”);

8. The proposed settlement of Plaintiffs’ Private Attorneys General Act (the “PAGA”) claims is preliminarily approved;

9. The proposed Deco Class Notice, Kamran Class Notice, Kamran Claim Form, and Kamran Postcard are approved and shall be disseminated according to the notice plan described in the Settlement Agreement and substantially in the forms submitted;

10. Settlement Class Members wishing to be excluded from the Settlement Class must submit their request in writing, in any form they choose, but must sign and date their request and must include their name, address, telephone number, last four digits of their Social Security Number, and a statement that they wish to be excluded from the Settlement not later than sixty (60) days from the mailing of the Deco Class Notice and Kamran Postcard. The request for exclusion must be returned to the Settlement Administrator, as described in the Notice;

11. Any Settlement Class Member who does not opt out of the Settlement may object to the settlement, either personally or through an attorney, by providing written notice that the Settlement Class Member is objecting to the Settlement Administrator, which written notice must be postmarked no later than sixty (60) days from the mailing of the Deco Class Notice and Kamran Postcard. All objections must be signed and must contain the objector’s name, address, telephone number, name of the case, and a clear and a

1 description of the objection;

2 12. A Final Approval Hearing will be held on \_\_\_\_\_ at \_\_\_\_\_, to  
3 determine if the proposed settlement should be granted final approval. The Court will hear  
4 all evidence and argument necessary to evaluate the Settlement, and will consider Plaintiffs'  
5 request for Service Awards, Class Counsel's request for Attorney's Fees, Class Counsel's  
6 request for Costs, payment to the LWDA, and payment to the Settlement Administrator;

7 13. Class Counsel is to file and serve the Motion for Final Approval of Class  
8 Action Settlement and for Awards of Class Representative Enhancement Award, Attorneys'  
9 Fees, Costs, payment to the LWDA, and payment to the Settlement Administrator, by  
10 \_\_\_\_\_; and

11 14. The Court reserves the right to continue the date of the Final Approval  
12 Hearing without further notice to the Settlement Class. The Court shall retain jurisdiction  
13 necessary to effectuate this Order and consider all further applications out of or in  
14 connection with the Settlement.

15  
16 Dated: \_\_\_\_\_

By: \_\_\_\_\_

Honorable Kenneth R. Freeman  
Judge of the Superior Court

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of  
3 18 and am not a party to the within action, my business address is 5023 N. Parkway  
4 Calabasas, Calabasas, CA 91302.

5 On **November 6, 2017**, I served on the parties of record in this action the foregoing  
6 document(s) described as:

7 **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL**  
8 **OF CLASS ACTION SETTLEMENT; DECLARATION OF ZORIK MOORADIAN**  
9 **WITH EXHIBIT; DECLARATION OF HAIK HACOPIAN; DECLARATION OF**  
10 **KASHIF HAQUE; DECLARATION OF ESTHER FUENTES; AND [PROPOSED]**  
11 **ORDER**

12 on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

|                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13 Bryan S. Doss, Esq.<br>14 bryandoss@dosslegalservices.com<br>15 John Mendonza, Esq.<br>16 john@dosslegalservices.com<br>17 DOSS LEGAL SERVICES<br>18 355 South Grand Ave., Ste. 2450<br>19 Los Angeles, CA 90071<br>20 Telephone: (213)943-1388<br>21 Facsimile: (213)402-2812<br>22<br>23 Attorneys for Kamran Staffing, Inc. | 24 TODD B. SCHERWIN<br>tscherwin@laborlawyers.com<br>PENNY CHEN<br>pchen@laborlawyers.com<br>FISHER & PHILLIPS LLP<br>444 South Flower Street, Suite 1590<br>Los Angeles, California 90071<br>Telephone: (213) 330-4500<br>Facsimile: (213) 330-4501<br>Attorneys for Deco Lighting, Inc. |
| 25 Samuel A. Wong, Esq.<br>26 Kashif Haque, Esq.<br>27 Jessica L. Campbell, Esq.<br>28 Ali S. Carlsen, Esq.<br>AEGIS LAW FIRM, PC<br>9811 Irvine Center Drive, Suite 100<br>Irvine, CA 92618<br>Telephone: (949) 379-6250<br>Facsimile: (949) 379-6251<br>Attorneys for Plaintiff Walter Denny                                    |                                                                                                                                                                                                                                                                                           |

29 ☐ **BY MAIL** – I placed the sealed envelope(s) for collection and mailing by following  
30 the ordinary business practices. I am readily familiar with firm's practice for collecting and  
31 processing of correspondence for mailing with the United States Postal Service, said practice  
32 being that, in the ordinary course of business, correspondence with postage fully prepaid is  
33 deposited with the United States Postal Service the same day as it is placed for collection.

34 ☒ **VIA ELECTRONIC SERVICE** – Based on a court order or agreement of the

1 parties to accept service by electronic transmission, I caused the document(s) to be sent to  
2 the above persons listed at their electronic notification addresses by uploading the  
document(s) to the CASEANYWHERE service.

3 ☒ **STATE** – I declare under penalty of perjury under the laws of the “State of  
4 California that the above is true and correct.

5 Executed on **November 6, 2017** at Pasadena, California.

6   
7 Haik Hacopian