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

[ADDITIONAL COUNSEL LISTED ON FOLLOWING PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST

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

Plaintiffs,

v.

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

Defendants.

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

CLASS AND REPRESENTATIVE
ACTION

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

**PLAINTIFFS' RESPONSE TO
COURT'S CHECKLIST RE
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Proposed Order Concurrently Submitted]

Date: January 16, 2018
Time: 3:00 p.m.
Dept.: 310

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

Plaintiffs,

v.

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

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

CLASS AND REPRESENTATIVE
ACTION

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

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Defendants

SAMUEL A. WONG, Bar No. 217104
KASHIF HAQUE, Bar No. 218672
JESSICA L. CAMPBELL, Bar No. 280626
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Attorneys for Plaintiff Walter Denny, individually and on behalf of all others similarly situated

1 **TO THE HONORABLE COURT:**

2 Plaintiffs hereby submit the following in response to the Court's checklist re
3 Preliminary Approval of Class Action Settlement dated November 29, 2017 and address the
4 points raised therein as follows:

5 1) It appears that the formula for calculating the Deco individual settlement
6 payments (¶4.4) will not consume the Net if any Class member opts out. Is this
7 correct? If so, consider revising the formula so that the Net Settlement Amount is
8 divided by the total number of points available to Deco Settlement Class Members
9 who do not opt out.

10 Plaintiffs' Response: Per ¶4.2 of the Settlement Agreement, "Any portion of the
11 Deco Net Settlement Amount attributable to Deco Class Members who request exclusion
12 shall be payable to Deco Class Members who do not request exclusion." As such, the
13 settlement contemplates a pro rata distribution of shares belonging to Deco Settlement Class
14 Member who exclude themselves to those who do not.

15
16 2) A statement of any affirmative obligations to be undertaken by the class or
17 class counsel and the reason for any such obligations.

18 Plaintiff's Response: Class Counsel has agreed to require Kamran Settlement Class
19 Members to submit claim forms in order to claim their settlement share due to: (1) a very
20 large class size of 21,233 members, (2) minimization of administration costs, especially in
21 light of the \$390,000 available gross, (3) Kamran being a temporary staffing agency which
22 typically employ transient workforces making it likely that simply sending checks to the last
23 available addresses will not reach the intended person, and (4) the three year funding period
24 of the Kamran Gross Settlement Amount. To encourage submission of claims, Kamran
25 Settlement Class Members will have access to a website that allows electronic claim
26 submission online which will be facilitated by a unique code found on each individual
27 Kamran Postcard. Class Members will also have the option of printing and submitting their
28 claim form if they so choose.

1 The Deco Settlement Class Members will receive their settlement shares on an opt-
2 out basis and need not submit claims. This is feasible given the substantially smaller class
3 size (max 275) and the available gross (\$235,000). Deco Settlement Class Members will be
4 mailed their long form Class Notice in both English and Spanish.

5
6 3) What actions class counsel will take to encourage the submission of
7 claims?

8 Plaintiff's Response: Class counsel has agreed to implement an electronic claim
9 submission process through a website which will encourage claims as it avoids paper
10 mailings by Kamran Settlement Class Members. The objective will be to minimize the
11 number of steps involved in submitting a claim and the selected settlement administrator,
12 CPT Group, has a proven record in reliably and effectively overseeing such a setup.
13 Individual Kamran Postcards will notify recipients of the need to submit a claim and their
14 estimated settlement share and will have unique codes for each class member that may be
15 entered online and claim form fields will be populated automatically, subject to edits by the
16 class member. The Kamran Claim Form may also be printed and mailed if the class member
17 so chooses. The existence of a website also encourages submission of claims by class
18 members who do not receive a postcard and learn about the settlement through other means,
19 such as other class members. The absence of a postcard and unique code will not be a bar to
20 the submission of a claim by a Kamran Class Member. Also, all class documents will be
21 available in both English and Spanish on the website. Settlement Class Members who
22 contact Class Counsel will certainly be assisted with respect to submission of their claims.

23
24 4) Why the submission of a claim form is necessary: Counsel states that the
25 decision to make the Kamran settlement claims-based was primarily due to the
26 substantially lower cost for settlement administration. (Mooradian Decl., ¶12.)
27 Please explain this further. What aspect of the claims-based settlement makes the
28 cost of administration so much lower?

1 Plaintiffs' Response: The Parties had originally contemplated an opt-out settlement
2 for the Kamran Settlement Class. Upon soliciting quotes for settlement administration, the
3 costs associated with mailing a long-form class notice and three settlement installment
4 settlement checks to 21,233 class members came to around \$130,000. This was exceedingly
5 high given that the available gross is only \$390,000 and which is to be funded over a three
6 year term. Should the Kamran settlement have been structured as such, the available net
7 settlement amount would have resulted in a simple average settlement payment of \$5-6
8 (assuming no opt outs), which if payable over three tax years would have resulted in three
9 \$2-3 checks being issued. Given such small amounts, it is highly likely that checks for \$2-3,
10 or even checks for \$5-6, would not be negotiated and a significant portion of the net
11 settlement would remain uncashed. Moreover, it is counsel's experience that temporary
12 staffing agency employees, such as the Kamran Settlement Class, are more transient than
13 other employee groups and there will be difficulty in locating many individuals and getting
14 settlement checks in their hands if proceeding on an opt-out basis.

15 Plaintiffs thereafter explored alternative means of administration and agreed on a
16 claims-made settlement with a postcard notice and an online claim submission component
17 which is more effective and less costly. This method significantly reduced administration
18 costs down to \$60,000. The costs associated with mailing a postcard to 21,233 recipients (at
19 postcard postage rates) is substantially less than mailing a nine-page class notice (at letter
20 postage rates). Also, it was agreed that distributions will occur twice instead of thrice over
21 the three year funding period to further reduce costs. It is Plaintiffs' position that those class
22 members submitting claims will be far more likely to keep abreast of the settlement and cash
23 their larger settlement payments. Significantly, it is believed that having claims submitted
24 online will simplify the claim process for class members and it would be easier for class
25 members to participate in the settlement should they learn about this settlement through
26 word of mouth. Moreover, class members retain the option of printing and mailing in their
27 claim form. The notice postcard will direct recipients to the website where they will have
28 access to the class notice and their claim form.

1 5) Delete all language indicating that class members may only be heard at
2 final approval if they have complied with all objection procedures. Modify class
3 notice accordingly.

4 Plaintiffs' Response: At section 16 of the Class Notices, the phrase "[i]f you timely
5 submit a written objection and have not opted out" has been deleted. Plaintiffs have not
6 identified any other language in the Class Notices, Claim Form, or Settlement Agreement
7 that require deletion. The redline versions of the revised Class Notices are appended as
8 hereto as Exhibits A & B and the final versions are appended to the concurrently submitted
9 proposed order.

10
11 6) Declaration disclosing interests or involvement by any counsel or party in
12 the governance or work of the cy pres recipient (if applicable):

13 Plaintiffs' Response: The parties anticipate submitting the necessary declaration(s)
14 with their final approval papers. It is expected that no counsel or party has any interest in or
15 involvement with the proposed cy pres beneficiary, Chrysalis.

16
17 7) Why the content of the notice complies with Cal. Rules of Court, rule
18 3.766(d) – Justify the decision to send a summary postcard to the Kamran
19 Settlement Class, rather than a long-form class notice:

20 Plaintiffs' Response: Please see Plaintiffs' Responses to 3 and 4, above.

21
22 8) Proof of service of the proposed settlement on the LWDA. (Labor Code
23 §2699(l)(2).)

24 Plaintiffs' Response: The PAGA notice letter for the Fuentes action was submitted to
25 the LWDA and Defendants on January 26, 2016 and for the Denny action on April 5, 2016,
26 in accordance with the notice requirements in effect at the time. As such, it is Plaintiffs'
27 position that the PAGA claims are not subject to the LWDA notice requirements of
28 §2699(l)(2) which went into effect on June 27, 2016 and that the settlement need not be

submitted to the LWDA.

9) Proposed schedule for class notice, objection, opt-out, claim submission, motion for final approval and attorney fees, final accounting and, if applicable, a Final Distribution of Residual Funds:

Plaintiffs' Response: Assuming preliminary approval of the settlement occurs on January 16, 2018, the proposed schedule of events is as follows:

Defendants to provide the Settlement Administrator with Settlement Class information. ¶7.2 (No later than fifteen (15) days after Preliminary Approval).	January 31, 2018
Settlement Administrator to mail Deco Class Notice and Kamran Postcard. ¶¶7.3 & 7.4 (No later than twenty-one (21) days after Court grants Preliminary Approval).	February 6, 2018
Deadline for Settlement Class Members to submit dispute re individual calculations. ¶7.6 (thirty (30) calendar days from the date their Deco Class Notice or Kamran Postcard was mailed).	March 8, 2018
Deadline to Submit Claims, Exclusions, or Objections. ¶7.7 & 7.8 (sixty (60) calendar days from the date the Deco Class Notice and Kamran Postcard were mailed).	April 7, 2018
Proposed filing date for motion for final approval and fees	April 27, 2018
Proposed final approval hearing date	May 25, 2018

10) If the Settlement Agreement is modified pursuant to this checklist, please submit both a red-lined copy showing changes made as well as a final version signed by all parties. Modify notice and claim to match any alterations to the Settlement Agreement.

Plaintiffs' Response: The Settlement Agreement is not being modified. A modified Class Notice pursuant to 5 above is being submitted herewith.

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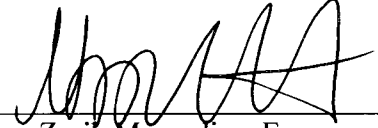
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1 11) Modify notice to match any alterations to the Settlement Agreement.

2 Plaintiffs' Response: Please see Plaintiffs' Responses to 5 and 11, above.

3
4 Dated: December 20, 2017

LAW OFFICES OF ZORIK MOORADIAN

5
6 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

Ex. A – Deco Class Notice [REDLINE]

*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	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. You get a payment and release your claims. (See Sections 10 and 19, below). If you do not agree with the number or workweeks presented to you in this Class Notice, you will have until [INSERT DATE] to submit any dispute regarding your individual workweek calculations. (See Section 10, below)
OPT OUT OR EXCLUDE YOURSELF	If you do not want to participate in the settlement you can opt-out. To opt-out, you must submit a written request for exclusion to the Settlement Administrator stating your intent to not be part of the settlement and sign and date the statement. The written statement must be postmarked on or before [INSERT DATE]. If you opt-out, you will not release any claims against Defendants and you will receive no benefit from this settlement. (See Section 13, below)
OBJECT	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 [INSERT DATE]. (See Section 16, below) You may not object if you have opted out.

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, y~~You may appear, personally or through an attorney, at your own expense, at the Final Approval Hearing to present your objection directly to the Court. If you wish to file any legal briefs, papers or memoranda in support of your objection, you may provide them to the Settlement Administrator with your written notice that you are objecting or you may file them directly with the Court.

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

- Your name;
- Your address;
- Your telephone number;
- The name of the case (Kamran/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, 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.

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

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. B – Kamran Class Notice [REDLINE]

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

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

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

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

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM TO RECEIVE PAYMENT AND PARTICIPATE	If you would like to participate in the settlement and receive payment, you are required to properly submit a completed Claim Form to the Settlement Administrator, which you may submit online at www.kamranpaystubsettlement.com, or print, complete, and mail the Claim Form to the Settlement Administrator. You may also contact the Settlement Administrator and request that a copy of your Claim Form be mailed to you for your completion and return. Your Claim Form must be submitted on or before [INSERT DATE]. If the Court approves the settlement you will receive a distribution based on the number of wage statements or paystubs you received during the applicable time period. Your estimated settlement amount has been determined by the formula set forth in Section 10, below, and is set forth in your Claim Form. If you do not agree with the number of wage statements or paystubs presented to you in the Claim Form, you will have until [INSERT DATE] to submit any dispute regarding your individual workweek calculations. (See Section 10, below).
OPT OUT OR EXCLUDE YOURSELF	If you do not want to participate in the settlement you can opt-out. To opt-out, you must submit a written request for exclusion to the Settlement Administrator stating your intent to not be part of the settlement and sign and date the statement. The written statement must be postmarked on or before [INSERT DATE]. If you opt-out, you will not release any claims against Kamran and you will receive no benefit from this settlement. (See <i>Section 13, below</i>).
OBJECT	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 [INSERT DATE]. (See Section 16, below). If you file an objection but choose not to submit a Claim Form and your objection is overruled, you will not receive a payment but will still have released your claims. You may not object if you have opted out.

DO NOTHING	You will not receive any payment from the Settlement, but you will still give up any right you may have to sue for alleged violations and related claims released by the Settlement. You get nothing and waive your rights. (See Section 19, below).
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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.kamranpaystubssettlement.com, or call the Settlement Administrator at **1-800-542-0900** or Class Counsel. *Please be patient.*

If the Court approves the settlement and if you submit a Claim Form and do not opt out, your individual payment set forth in your Claim Form 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).

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

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.

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 **December 20, 2017**, I served on the parties of record in this action the foregoing
6 document(s) described as:

7 **PLAINTIFFS' RESPONSE TO COURT'S CHECKLIST RE PRELIMINARY
8 APPROVAL OF CLASS ACTION SETTLEMENT**

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

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

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

27 ☒ **VIA ELECTRONIC SERVICE** – Based on a court order or agreement of the
28 parties to accept service by electronic transmission, I caused the document(s) to be sent to
the above persons listed at their electronic notification addresses by uploading the
document(s) to the CASEANYWHERE service.

