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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MARLON PEREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

KUHNS ENTERPRISES, INC., doing
business as BRAND ENHANCE PARKING
& HOSPITALITY, a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 25STCV06393

*[Assigned for all purposes to the Hon. Elaine
Lu, Dept. SSC-9]*

**DECLARATION OF SCOTT M.
LIDMAN IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT [Vol. 2]**

Date: April 29, 2026
Time: 8:30 a.m.
Dept.: SSC-9

EXHIBIT 3 (continued)

EXHIBIT 3 (continued)

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

(case name and number)

Marlon Perez, et al. v. Kuhns Enterprises, Inc. dba Brand Enhance Parking & Hospitality
Los Angeles County Superior Court Case No. 25STCV06393

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against _____ [abbreviate name; “XYZ” is used herein as a placeholder]. Defendant Kuhns Enterprises Inc. (“Kuhns” or “Defendant”) for alleged wage and hour violations. -The Action was filed by a [former] XYZ employee _____ (“Plaintiff/employees Marlon Perez and Berenice Quiroz (collectively, “Plaintiffs”) and seeks payment of (1) ~~backunpaid minimum~~ wages [and other relief], overtime wages, sick pay wages, missed meal and rest period premiums, wage statement penalties, reimbursement of business expenses, and restitution under California Business and Professions Code section 17200 for a class of [e.g., hourly] individuals classified as non-exempt employees (“Class Members”) who worked for XYZKuhns during the period of time starting on March 6, 2021 and ending on [the date the Court grants preliminary approval] (“Class Period— _____ to _____;”) and also seeks (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all [e.g., hourly] individuals classified as non-exempt employees (“Aggrieved Employees”) who worked for XYZKuhns during the period of time starting on March 6, 2024 and ending on [the date the Court grants preliminary approval] (“PAGA Period (_____ to _____) (“Aggrieved Employees”).

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

Based on XYZ'sKuhns's records, and the ~~parties'~~Parties' current assumptions, **your individual class payment**Individual Class Payment is estimated to be \$_____\$ (less withholding) and your ~~individual~~Individual PAGA ~~payment~~Payment is estimated to be \$_____\$. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your ~~individual~~Individual PAGA ~~payment~~Payment, then according to XYZ'sKuhns's records you are not eligible for an ~~individual~~Individual PAGA ~~payment~~Payment under the ~~settlement~~Settlement because you didn't work during the PAGA Period.)

The above estimates are based on XYZ'sKuhns's records showing that **you worked** _____ ~~workweeks~~ during the Class Period and **you worked** _____ ~~workweeks~~ pay periods during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during ~~the Class Period~~either period, you can submit a challenge by the deadline date. -See Section IV4 of this Notice.

The Court has already preliminarily approved the proposed ~~settlement~~Settlement and approved this ~~notice~~Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this ~~notice~~Notice carefully. You will be deemed to have carefully read and understood it. At the ~~final approval hearing~~Final Approval Hearing, the Court will decide whether to finally approve the ~~settlement~~Settlement and how much of the ~~settlement~~Settlement will be paid to ~~Plaintiff~~Plaintiffs and ~~Plaintiff's~~Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires ~~XYZKuhns~~ to make payments under the ~~settlement~~Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against ~~XYZKuhns~~.

If you worked for ~~XYZKuhns~~ during the Class Period and/or the PAGA Period, you have two basic options under the ~~settlement~~Settlement:

~~(1)~~ **Do Nothing.** You don't have to do anything to participate in the proposed ~~settlement~~Settlement and be eligible for an ~~individual class payment~~Individual Class Payment and/or an ~~individual~~Individual PAGA ~~payment~~Payment. As a ~~participating class member~~Participating Class Member, though, you will give up your right to assert Class

(1) Period wage claims and PAGA Period penalty claims against XYZKuhns.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the ~~class-settlement~~Class Settlement (opt-out) by submitting the written ~~request~~Request for ~~exclusion~~Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the ~~settlement~~Settlement, you will not receive an ~~individual-class-payment~~Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against XYZKuhns, and, if you are an Aggrieved Employee, remain eligible for an ~~individual~~Individual PAGA ~~payment~~Payment. You cannot opt-out of the PAGA portion of the proposed ~~settlement~~Settlement.

XYZKuhns will not retaliate against you for any actions you take with respect to the proposed ~~settlement~~Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't<u>Do Not</u> Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an individual-class-payment <u>Individual Class Payment</u> and an individual <u>Individual</u> PAGA payment <u>Payment</u> (if any). In exchange, you will give up your right to assert the wage claims against <u>XYZKuhns</u> that are covered by this settlement (“ <u>Settlement (Released Claims)</u> ”).
You Can Opt-out of the Class Settlement but not<u>But Not</u> the PAGA Settlement The Opt-out Deadline is : 	If you don't do not want to fully participate in the proposed settlement<u>Settlement</u>, you can opt-out of the class-settlement<u>Class Settlement</u> by sending the Administrator a written request<u>Request</u> for exclusion<u>Exclusion</u>. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an individual-class-payment<u>Individual Class Payment</u>. Non-Participating Class Members cannot object to any portion of the proposed settlement<u>Settlement</u>. See Section V16 of this notice<u>Notice</u>. You cannot opt-out of the PAGA portion of the proposed settlement<u>Settlement</u>. <u>XYZKuhns</u> must pay individual<u>Individual</u> PAGA payments<u>Payments</u> to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed settlement<u>Settlement</u>. The Court’s decision whether to finally approve the settlement<u>Settlement</u> will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. <u>You can object to the amounts requested by Class Counsel or</u>

	<u>Plaintiff</u> Plaintiffs if you think they are unreasonable. See Section VH <u>7</u> of this notice <u>Notice</u> .
<u>You Can Participate in the [REDACTED] Final Approval Hearing</u>	<u>The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</u>
<u>You Can Challenge the Calculation of Your Workweeks/Pay Periods</u> <u>Written Challenges Must be Submitted by [REDACTED]</u>	<u>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Kuhns's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.</u>

You Can Participate in the _____ Final Approval Hearing	The Court's final approval hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the settlement at the final approval hearing. See Section VIII of this notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your individual class payment and individual PAGA payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to XYZ's records is stated on the first page of this notice. If you disagree with the number of Class Period workweeks, you must challenge it by _____. See Section IV of this notice.

I.1. WHAT IS THE ACTION ABOUT?

~~Plaintiff is~~ Plaintiffs are individuals who worked for Kuhns and were classified as a ~~[former]~~ XYZ employee non-exempt employees. The Action accuses XYZKuhns of violating California labor laws by failing to pay ~~[e.g., overtime wages, minimum wages, and sick pay wages due upon termination and reimbursable expenses]~~ and, failing to provide ~~[e.g., meal periods, and rest breaks and, failing to provide accurate itemized wage statements]~~, and failing to reimburse necessary business expenditures. Based on the same claims, ~~Plaintiff has~~ Plaintiffs have also asserted a claim for restitution under California Business and Professions Code section 17200 and a claim for civil penalties under the California Private Attorneys General Act (~~Lab. Labor~~ Code, §§ 2698, *et seq.*).

~~Plaintiff is.)~~ ("PAGA"). Plaintiffs are represented by attorneys in the Action: ____, Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul Haines of Haines Law Group, APC ("Class Counsel.")

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

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

So far, the Court has made no determination whether XYZKuhns or ~~Plaintiff~~ Plaintiffs is correct on the merits.

~~In the meantime, Plaintiff~~ Plaintiffs and XYZKuhns hired ~~[an experienced, neutral mediator/a retired judge/ (describe alternative means of negotiation)]~~ in an effort to resolve the Action by negotiating anto end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action, ~~Plaintiff~~ and XYZenforcing the Agreement, Plaintiffs and Kuhns have

negotiated a proposed ~~settlement~~Settlement that is subject to the Court's ~~final approval~~Final Approval. Both sides agree the proposed ~~settlement~~Settlement is a compromise of disputed claims. By agreeing to settle, XYZKuhns does not admit any violations or concede the merit of any claims. PlaintiffPlaintiffs and Class Counsel strongly believe the ~~settlement~~Settlement is a good deal for you because they believe that: (1) XYZKuhns has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) ~~settlement~~Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed ~~settlement~~Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine ~~final approval~~Final Approval.

III.3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. XYZKuhns Will Pay \$ 750,000.00 as the Gross Settlement Amount (~~“(Gross Settlement”)~~. ~~XYZ~~). Kuhns has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the settlementSettlement. The Administrator will use the Gross Settlement to pay the ~~individual class payments, individual~~Individual Class Payments, Individual ~~PAGA payments, a class representative service-~~paymentPayments, Class Representative Service Payments, Class Counsel’s ~~attorneys’ attorney’s~~ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA.”). Assuming the Court grants ~~final approval, XYZ~~Preliminary Approval and there are no objections to the settlement, Kuhns will fund the Gross Settlement ~~not more than~~ [within 14] days after the judgment entered byof the Court ~~becomes final. The judgment will be final on granting Final Approval of the date the Court enters judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.~~..
2. Court Approved Deductions from Gross Settlement. At the ~~final approval hearing, Final Approval Hearing, Plaintiff and/or~~ Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ _____ [_____% 250,000 (1/3rd of the Gross Settlement)] to Class Counsel for attorneys’ fees and up to \$ _____ 30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment. Pursuant to a written fee split agreement, the proposed attorneys’ fees will be split by the attorneys involved in this matter as follows: 29% to Lidman Law, APC; 43.5% to Haines Law Group, APC; and 22.5 % to Dash & Port, LLP; and 5% to Michael Burgis & Associates, PC.
 - B. Up to \$ _____ 7,500.00 to Plaintiffeach of the Plaintiffs (for a total of \$15,000.00) as ~~a class representative award~~Class Representative Service Payments for filing and prosecuting the Action, working with Class Counsel and representing the Class. ~~A class representative award~~Class Representative Service Payments will be the only monies PlaintiffPlaintiffs will receive other than ~~Plaintiff’s individual class payment~~Plaintiffs’ Individual Class Payment and any ~~individual~~Individual PAGA paymentPayment.
 - C. Up to \$ _____ 16,500.00 to the Administrator for services administering the settlementSettlement.
 - D. Up to \$ _____ 50,000.00 for PAGA ~~penalties~~Penalties, allocated [75%/65%]% to the LWDA PAGA Payment and [25%/35%]% in Individual PAGA Payments to ~~individual PAGA payments to the~~ Aggrieved Employees based on their ~~pay periods during the~~ PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions-~~except the PAGA penalties.~~ The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making ~~individual class payments~~Individual Class Payments to Participating Class Members based on their Class Period ~~workweeks~~Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and XYZKuhns are asking the Court to approve an allocation of 33% of each ~~individual class payment~~Individual Class Payment to taxable wages (“Wage Portion”) and 67% to ~~[e.g., interest, etc.] and penalties~~ (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. ~~[Option 1: (XYZKuhns will separately pay employer payroll taxes it owes on the Wage Portion.)]~~. The ~~individual~~Individual PAGA ~~payments~~Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the ~~individual~~Individual PAGA ~~payments~~Payments and the Non-Wage Portions of the ~~individual class payments~~Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for ~~individual class payments~~Individual Class Payments and ~~individual~~Individual PAGA ~~payments~~Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies ~~{will be deposited with the California~~ Controller's Unclaimed Property Fund in your name~~}{will irrevocably be lost to you because they will be paid to a non-profit organization or foundation}.~~

~~{If the~~ moniesmoney represented by your check is sent to the State Controller's Unclaimed Property ~~Fund~~, you should consult the rules of the ~~fund~~Fund for instructions on how to retrieve your money~~}.}~~

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the ~~class settlement~~Class Settlement, unless you notify the Administrator in writing, not later than ~~___, [REDACTED]~~, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed ~~request~~Request for ~~exclusion~~Exclusion by the ~~___ response deadline.~~ Response Deadline. The ~~request~~Request for ~~exclusion~~Exclusion should be a letter from ~~thea~~ Class Member or ~~Class Member's~~his/her representative setting forth ~~thea~~ Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the ~~settlement.~~Settlement. Excluded Class Members ~~who opt-out (i.e., Non-~~ Participating Class Members) will not receive ~~individual class payments~~Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against ~~XYZ~~Kuhns.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will ~~not decline to~~ grant ~~final approval~~Final Approval of the ~~settlement~~Settlement or ~~not decline to~~ enter a ~~judgment.~~ Judgment. It is also possible the Court will enter a ~~judgment~~Judgment that is reversed on appeal. Plaintiff and ~~XYZ~~Kuhns have agreed that, in either case, the ~~settlement~~Settlement will be void~~;~~ ~~XYZ;~~ Kuhns will not pay any money~~;~~ and Class Members will not release any claims against ~~XYZ~~Kuhns.

8. Administrator. -The Court has appointed a neutral company,

8. — Phoenix Settlement Administrators (the “Administrator”) to send this ~~notice~~Notice, calculate and make payments, and process Class Members’ ~~requests~~Requests for ~~exclusion~~Exclusion. The Administrator will also decide Class Member ~~challenges~~Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the ~~settlement~~Settlement. The Administrator’s contact information is contained in Section ~~IX~~9 of this ~~notice~~Notice.

9. Participating Class Members' Release. After the Judgment is final and XYZKuhns has fully funded the Gross Settlement ~~(and separately paid all employer payroll taxes)~~, Participating Class Members will be legally barred from asserting any of the claims released under the settlementSettlement. This means that unless you opted out by validly excluding yourself from the class-settlementClass Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against XYZKuhns or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this settlementSettlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from ~~(i) all~~ claims that were alleged, or reasonably could have been alleged, based on the facts and allegations stated in the Operative Complaint ~~that are alleged to have~~ and/or ascertained in the course of the Action and which occurred during the Class Period ~~[including, e.g., "(a) any and all. The claims involving any alleged released include, without limitation: (1) failure to pay all minimum wage; etc.] Except as set forth in Section 5 wages owed; (2) failure to pay all overtime wages owed; (3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination,) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide accurate, itemized wage statements; (6) failure to indemnify all necessary business expenses; (7) failure to pay all sick wages owed; and (8) unfair competition in violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based Business and Professions Code section 17200, et seq. premised on events occurring outside the Class Period. vii~~ above claims; and violation of or liability under California Labor Code under sections 204, 226 et seq., 226.7, 510, 512, 516, 558, 1194, 1194.2, 1197, 1198, 2802, and the relevant Wage Orders issued by the Industrial Welfare Commission, and any and all related claims for attorneys' fees and costs.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and XYZKuhns has paidfully funded the Gross Settlement ~~(and separately paid the employer-side payroll taxes)~~, all Aggrieved Employees will be barred from asserting PAGA claims against XYZKuhns, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the class-settlementClass Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against XYZKuhns or its related entities based on the PAGA Period facts alleged in the Action and resolved by this settlementSettlement.

 The Aggrieved Employees' Release isReleases are as follows:

All Aggrieved Employees ~~are deemed to~~ release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,

administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts ~~and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice [including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; etc.].~~^{viii} stated in the Operative Complaint and/or the PAGA Notice and/or ascertained in the course of the Action and which occurred during the PAGA Period. The claims released include, without limitation: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay meal period premiums; (4) failure to provide all legally required rest periods or pay rest period premiums; (5) failure to provide accurate, itemized wage statements; (6) failure to reimburse necessary business expenditures; (7) failure to pay all sick wages owed, and (8) failure to maintain accurate records, and the relevant Wage Orders issued by the Industrial Welfare Commission, and any and all related claims for attorneys' fees and costs.

IV.4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. -The Administrator will calculate ~~individual class payments~~Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate ~~individual~~Individual PAGA ~~payments~~Payments by (a) dividing \$~~17,500.00~~ by the total number of PAGA ~~Period~~pay periodsPay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA ~~Period~~pay periodsPay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in XYZ'sKuhns's records, ~~is~~are stated in the first page of this ~~notice~~Notice. You have until

3. _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, ~~email~~e-mail or fax. Section ~~IX~~9 of this ~~notice~~Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept XYZ'sKuhns's calculation of Workweeks and/or Pay Periods based on XYZ'sKuhns's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and XYZ'sKuhns's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V.5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the ~~individual class payment~~Individual Class Payment and the ~~individual~~Individual PAGA ~~payment (if any)~~Payment.
2. Non-Participating Class Members-Aggrieved Employees. The Administrator will send, by U.S. mail, a single ~~individual~~Individual PAGA ~~payment~~Payment check to every Aggrieved Employee ~~who even if the Aggrieved Employee~~ opts out of the ~~class settlement~~Class Settlement.

Your check will be sent to the same address as this ~~notice~~Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section ~~IX~~9 of this ~~notice~~Notice has the Administrator's contact information.

VI.6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

~~To opt out of the class action settlement, submit~~Submit a written and signed letter with your name, ~~present~~current address, telephone number, and a simple statement that you do not want to participate in the ~~settlement~~Settlement. The Administrator will exclude you based

on any writing communicating your request be excluded. -Be sure to personally sign your request, identify the Action as

“Marlon Perez v. Kuhns Inc.”, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You The Administrator must sendbe sent your request to be excluded to the Administrator by**

or it will be invalid. Section ~~IX~~9 of the ~~notice~~Notice has the Administrator’s contact information.

VII.7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the ~~settlement~~Settlement. Before deciding whether to object, you may wish to see what ~~Plaintiff~~Plaintiffs and ~~XYZ~~Kuhns are asking the Court to approve. At least _____ 16 Court days before the ~~final approval hearing~~ _____ Final Approval Hearing, Class Counsel and/or ~~Plaintiff~~Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed ~~settlement~~Settlement is fair, and states(2) a Motion for Fees, Litigation Expenses and Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a ~~class representative service award~~. Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section ~~IX~~9 of this Notice) will send you copies of these documents at no cost to you. -You can also view them on the Administrator's ~~website~~Website _____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the ~~settlement or Agreement~~, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payment may wish to object, for example, that the proposed ~~settlement~~Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** _____ Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action _____ as Marlon Perez v. Kuhns Inc. and include your name, current address, telephone number, and approximate dates of employment for ~~[XYZ]~~Kuhns and sign the objection. -Section ~~IX~~9 of this ~~notice~~Notice has the Administrator's contact information.

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

VIII.8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the ~~final approval hearing~~Final Approval Hearing on _____ (date) at _____ (time) in Department ~~[]~~SSC-9 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the ~~hearing~~Hearing, the judge will decide whether to grant ~~final approval~~Final Approval of the ~~settlement~~Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and ~~defense counsel~~Defense Counsel before making a decision. -You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (~~https://www.lacourt.org/lacc/~~). https://www.lacourt.org/lacc/. Check the Court's website for the most current information.

It's possible the Court will reschedule the ~~final approval hearing~~Final Approval Hearing. You should check the Administrator's website _____ _____ beforehand or contact Class Counsel to verify the date and time of the ~~final approval hearing~~Final Approval Hearing.

IX.9. HOW CAN I GET MORE INFORMATION?

The ~~settlement agreement~~Agreement sets forth everything ~~XYZKuhns~~ and ~~Plaintiff~~Plaintiffs have promised to do under the proposed ~~settlement~~Settlement. The easiest way to read the ~~settlement agreement~~Agreement, the ~~judgment~~Judgment or any other ~~settlement~~Settlement documents is to go to _____ (specify entity) _____'s website at _____ (url) _____.

) You can also telephone or send an email to Class Counsel or the Administrator using the contact

information listed below, or consult the Superior Court website by going to [the court's website](http://www.lacourt.org/casesummary/ui/index.aspx) (<http://www.lacourt.org/casesummary/ui/index.aspx>) ~~{confirm}~~ and entering the Case Number for the Action, Case No. 24STCV31730. You can also make an appointment to personally review court documents in the Clerk's Office at the ~~Stanley Mosk~~Spring Street Courthouse by calling (213) ~~830-0800~~310-7000.

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

~~Class Counsel:~~

~~Name of Attorney:~~

~~Email Address:~~

~~Name of Firm:~~

~~Mailing Address:~~

~~Telephone:~~

Class Counsel:

Scott M. Lidman
Milan Moore
Tiara Gose-Hardy
Lidman Law, APC
2155 Campus Drive, Suite 150
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Telephone: (424) 322-4772
Facsimile: (424) 322-4775
Email: slidman@lidmanlaw.com
mmoore@lidmanlaw.com
tgose@lidmanlaw.com

Paul K. Haines
Haines Law Group, APC
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350
Facsimile: (424) 292-2355
Email: phaines@haineslawgroup.com
-

Settlement Administrator:

Name of Company:-

Email Address:

Mailing Address: Email Address:

Mailing Address:

Telephone:

Fax Number:

X.10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, ~~[you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds]~~ ~~[you will have no way to recover the money]~~.

XI.11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

ⁱFor PAGA settlements involving PAGA notice letters sent to the LWDA after June 19, 2024, ensure that Plaintiff complies with the new PAGA requirements established by S.B. 92 and A.B. 2288. The PAGA penalty allocation in the Settlement Agreement should be revised to reflect the updated structure detailed in Lab. Code, § 2699(m) — 65% of the amount to the LWDA, 35% to Aggrieved Employees.

ⁱⁱThe Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.

ⁱⁱⁱThe Parties are free to negotiate a payment plan structure if appropriate. In the motion for preliminary approval, counsel should submit evidence (e.g., declaration from a representative of Defendant) explaining the financial necessity for a payment plan.

^{iv}Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g., a settlement that is solely a Labor Code section 226, subdivision (a) claim).

^vInsert any negotiated terms addressing the possibility that XYZ's estimates of Class size, Workweeks, or PAGA Pay Periods turn out to be understated or concerning an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed-upon proportion to the percentage by which the calculated class

size, Workweeks, or PAGA Pay Periods exceed XYZ's estimates. Counsel must finalize the end dates of the Class and PAGA Periods before filing the Motion for Preliminary Approval and submit evidence showing if the escalator clause has been triggered and the consequences.

^{vi}The Parties can negotiate and propose a broader individual release for Plaintiff's claims. ^{vii}Releases in the Notice should be verbatim to the releases in the Settlement Agreement. ^{viii}Releases in the Notice should be verbatim to the releases in the Settlement Agreement.