Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Attorneys for Plaintiff Abram Cannon

[List of Counsel Continued on Following Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ABRAM CANNON, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; Plaintiff, vs. IPS, INC., an unknown business entity; IPS SECURITY, INC., a California corporation; AMERICAN EMPLOYMENT INSTITUTE, a California corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: 30-2023-01300848-CU-OE-CXC Honorable Melissa R. McCormick Dept. CX104 **FIRST AMENDMENT TO PAGA SETTLEMENT AGREEMENT** Complaint Filed: January 9, 2023 Trial Date: None Set

Jill J. Parker (State Bar No. 274230)
jill@parkerminne.com
S. Emi Minne (State Bar No. 253179)
emi@parkerminne.com
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

Attorneys for Plaintiff Abram Cannon

Ahmed Kasem (CA Bar No. 217956)
KASEM LAW
555 Anton Boulevard, Suite 150
Costa Mesa, California 92626
Telephone: (714) 371-4030
akasem@kasemko.com

Attorneys for Defendants IPS, Inc., IPS Security, Inc., and American Employment Institute

Pursuant to Paragraph 49 of the PAGA Settlement Agreement (the “Original Agreement”), Plaintiff Abram Cannon (“Plaintiff”) and Defendants IPS, Inc., IPS Security, Inc., and American Employment Institute (“Defendants”) (collectively, the “Parties”) hereby agree to amend and supplant the Original Agreement as stated herein. The amendments set forth herein are incorporated by this reference:

A. PARAGRAPH 22 OF THE ORIGINAL AGREEMENT IS HEREBY AMENDED TO STATE AS FOLLOWS:

22. “Released Claims” means any and all claims or causes of action for civil penalties available under PAGA that Plaintiff or any Aggrieved Employee had, now has, has asserted, or may hereafter assert against Defendants or any Released Parties that are based on the facts alleged in the Complaint and the PAGA Notice, arising during the PAGA Period for: (i) failure to pay all overtime wages due (Labor Code sections 510 and 1198); (ii) failure to provide meal periods or compensation in lieu thereof (Labor Code sections 226.7 and 512(a)); (iii) failure to provide rest periods or compensation in lieu thereof (Labor Code section 226.7); (iv) failure to pay all minimum wages due (Labor Code sections 1194, 1197, and 1197.1); (v) failure to timely pay wages at time of termination or resignation (Labor Code sections 201-203); (vi) failure to timely pay wages during employment (Labor Code section 204); (vii) failure to provide complete, accurate wage statements (Labor Code section 226(a); (viii) failure to keep requisite payroll records (Labor Code section 1174(d); and (ix) failure to reimburse necessary business expenses (Labor Code sections 2800 and 2802).

B. PARAGRAPH 23 OF THE ORIGINAL AGREEMENT IS HEREBY AMENDED TO STATE AS FOLLOWS:

23. “Released Parties” means Defendants IPS, Inc., IPS Security, Inc., and American Employment Institute, as named by Plaintiff in the Complaint, and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint venturers, joint employers, co-employers, divisions, predecessors, successors, assigns and related companies, board members, trustees,

shareholders, managing members, and other persons acting on their behalf, both in their individual and representative capacities.

C. PARAGRAPH 28 OF THE ORIGINAL AGREEMENT IS HEREBY AMENDED TO STATE AS FOLLOWS:

28. "Settlement Cover Letter" means the cover letter to be mailed by the Settlement Administrator to each Aggrieved Employee in substantially the form that is attached hereto as Exhibit A.

D. PARAGRAPH 33(a) OF THE ORIGINAL AGREEMENT IS HEREBY AMENDED TO STATE AS FOLLOWS:

a. Attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount, i.e., One Hundred Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($106,666.67.00), and reimbursement of litigation costs and expenses not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00) to Plaintiff's Counsel, which Defendants will not contest.

E. PARAGRAPH 37 OF THE ORIGINAL AGREEMENT IS HEREBY AMENDED TO STATE AS FOLLOWS:

37. Defendants shall fund the Gross Settlement Amount in two (2) installments. Within thirty (30) days of the Effective Date (the "Initial Funding Date"), Defendants will make an initial deposit (the "First Installment") of Two Hundred Twenty Thousand Dollars and Zero Cents ($220,000.00) into an account established by the Settlement Administrator for administration of the Settlement. Within one (1) year of the Initial Funding Date, Defendants will make a second deposit (the "Second Installment") of One Hundred Thousand Dollars and Zero Cents ($100,000.00) into the account established by the Settlement Administrator for administration of the Settlement. If the date by which payment by Defendants is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

F. PARAGRAPH 38 OF THE ORIGINAL AGREEMENT IS HEREBY AMENDED TO STATE AS FOLLOWS:

38. The Settlement Administrator will distribute funds as follows:

a. Within fourteen (14) calendar days after the expiration of the sixty (60) day Response Deadline, or, if any Settlement Cover Letters have been remailed, following the expiration of the fifteen (15) day extended Response Deadline, any available funds shall be distributed by the Settlement Administrator in the following order of priority: (1) payment of the Employee PAGA Amount to Aggrieved Employees; (2) payment to the LWDA of the LWDA Payment; and (3) payment of one-half of the Settlement Administration Costs to the Settlement Administrator. Any funds remaining after this distribution shall be distributed in the following order of priority: (1) remaining Settlement Administration Costs to the Settlement Administrator, (2) Costs to Plaintiff's Counsel, and (3) Attorneys' Fees to Plaintiff's Counsel.

b. Within fourteen (14) calendar days of the Second Funding Date, the Settlement Administrator shall distribute all of the funds from the Second Installment as follows: (1) any amounts outstanding for payment of the remaining Settlement Administration Costs to the Settlement Administrator; and (2) all amounts outstanding for payment of the remaining Court-approved Attorneys' Fees and Costs to Plaintiff's Counsel.

G. PARAGRAPH 42 OF THE ORIGINAL AGREEMENT IS HEREBY AMENDED TO STATE AS FOLLOWS:

42. Each Aggrieved Employee will be entitled to a *pro rata* share of the Aggrieved Employees' Payment based upon the number of Eligible Pay Periods that they worked. The Eligible Pay Periods are the number of pay periods that each Aggrieved Employee worked during the PAGA Period, as established by Defendants' payroll records. Each Aggrieved Employee will be credited with at least one (1) Eligible Pay Period. If an Aggrieved Employee disputes the number of Eligible Pay Periods credited to him or her, which will be set forth in the Settlement Cover Letter, then the

Aggrieved Employee must submit a written dispute ("Pay Periods Dispute") to the Settlement Administrator that: (1) contains the case name and number of the Action; (2) contains the Aggrieved Employee's full name, address, telephone number, signature, and last four digits of his or her Social Security number; (3) contains a statement setting forth the number of Pay Periods during the PAGA Period that he or she contends is correct and attaches any relevant documentation in support thereof; and (4) is submitted to the Settlement Administrator by mail, postmarked no later than the Response Deadline. The Response Deadline shall be sixty (60) calendar days after the Settlement Cover Letter is initially mailed to the Aggrieved Employees. With respect to any Settlement Cover Letter that is remailed, the Response Deadline shall be extended an additional fifteen (15) days from the original Response Deadline. If an Aggrieved Employee does not dispute his or her number of Pay Periods, the number of Pay Periods set forth in the Settlement Cover Letter will govern the Individual PAGA Payment to the Aggrieved Employee. Upon timely receipt of a Pay Periods Dispute, the Settlement Administrator, in consultation with Plaintiff's Counsel and Defendants' Counsel, will review the pertinent records showing the dates the Aggrieved Employee worked for Defendants in California and the number of Pay Periods worked, which records Defendants agree to make available to the Settlement Administrator and Plaintiff's Counsel. After consulting with Plaintiff's Counsel and Defendants' counsel, the Settlement Administrator shall calculate the number of Pay Periods to be used in computing the Aggrieved Employee's pro rata share of the Net Settlement Amount. In the event that there is a disparity between the number of Pay Periods an Aggrieved Employee claims he or she worked during the PAGA Period and the number of Pay Periods indicated by Defendants' records, Defendants' records will control unless inconsistent with records provided by the Aggrieved Employee (or bona fide copies thereof), in which case the records provided by the Aggrieved Employee will control. The Settlement Administrator's decision as to the number of Pay Periods to be credited to an Aggrieved Employee shall be final and non-appealable. The Settlement Administrator shall send written notice of the decision on any such dispute to the Aggrieved Employee, Plaintiff's Counsel, and Defendants' Counsel within ten (10) calendar days of receipt of the Pay Periods Dispute.

H. PARAGRAPH 43 OF THE ORIGINAL AGREEMENT IS HEREBY AMENDED TO STATE AS FOLLOWS:

43. The Settlement Administrator shall distribute the Settlement Cover Letter in the following manner:

a. No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendants shall provide the Settlement Administrator with a list in Microsoft Excel of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendants in the State of California; (6) the number of Pay Periods worked during the PAGA Period; and (7) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

b. The Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

c. No later than fourteen (14) calendar days after the Settlement Administrator's receipt of the Aggrieved Employees List, the Settlement Administrator shall mail the Settlement Cover Letter to all Aggrieved Employees by first-class United States mail.

d. For each Settlement Cover Letter that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate an alternate updated address for the Aggrieved Employee by performing a skip trace within three (3) business days of receipt of the returned mail; the Settlement Administrator shall then attempt one (1) re-mailing of the Settlement Cover Letter. Further, any Settlement Cover Letter returned with a forwarding address to the Settlement Administrator shall be re-mailed to the forwarding address affixed thereto. In addition to mailing the Settlement Cover Letter to Aggrieved Employees, the Settlement Administrator shall maintain and monitor a toll-free telephone number to receive calls from Aggrieved Employees, and shall also maintain and use an internet website to post information of interest to Aggrieved Employees, including the

Complaint, Settlement Agreement, and Settlement Approval Order.

e. The Settlement Administrator will mail Individual PAGA Payment checks to the Aggrieved Employees pursuant to the timeline set forth in Paragraph 38(a). The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and, thereafter, shall be cancelled. The Settlement Administrator will submit all funds associated with cancelled Individual PAGA Payment checks to the Controller of the State of California pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.,* to be held in trust for those Aggrieved Employees who did not timely cash their Settlement checks within one hundred eighty (180) calendar days of their issuance.

I. PARAGRAPH 44 OF THE ORIGINAL AGREEMENT IS HEREBY AMENDED TO STATE AS FOLLOWS:

44. After the occurrence of both the Effective Date and the full funding of the Gross Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and Aggrieved Employees, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors and assigns, and the State of California, on behalf of itself and its administrators, representatives, and assigns, will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties, to the full extent permitted by law, of the Released Claims. This release specifically excludes Plaintiff's individual claims that do not arise under PAGA, including but not limited to, Plaintiff's individual claims for unpaid minimum wages, unpaid overtime wages, meal period violations, rest period violations, failure to timely pay wages upon termination, failure to reimburse business expenses, wage statement violations, and claims for retaliation and wrongful termination, which are the subject of a separate Settlement Agreement and General Release. The full funding of the Gross Settlement Account shall be deemed to have occurred after Defendants have funded both the First Installment and Second Installment.

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J. PARAGRAPH 47 OF THE ORIGINAL AGREEMENT IS HEREBY AMENDED TO STATE AS FOLLOWS:

47. In the event of a breach of any provision of this Settlement Agreement, any of the Parties, which as defined in Paragraph 18, is limited to Plaintiff Abram Cannon and Defendants IPS, Inc., IPS Security, Inc., and American Employment Institute, reserve the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action between any of the Parties to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party. Other than Plaintiff, this provision does not apply to any of the Aggrieved Employees.

K. EXHIBIT A TO THE ORIGINAL AGREEMENT

Exhibit A to the Original Agreement is hereby replaced with the revised Settlement Cover letter attached hereto as Exhibit A.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this First Amendment to PAGA Settlement Agreement as of the date(s) set forth below:

Dated: 10/28/2024 By: Abram J Cannon (Oct 28, 2024 18:42 PDT)
Abram Cannon
Individually, and on Behalf of the State of California and Aggrieved Employees

IPS, Inc.

Dated: 10/31/2024 By: David Sayed
Name: David Syed
Title: CEO

IPS Security, Inc.

Dated: 10/31/2024 By: David Sayed
Name: David Syed
Title: CEO

American Employment Institute

Dated: 10/31/2024

By: David Sayed

Name: David Syed

Title: CEO

APPROVED AS TO FORM AND CONTENT:

PARKER & MINNE, LLP

Dated: October 29, 2024

By: Jill J. Parker

Jill J. Parker

Attorneys for Plaintiff Abram Cannon

KASEM LAW

Dated: October 30, 2024

By:

Ahmed Kasem

Attorneys for Defendants IPS, Inc., IPS Security, Inc., and American Employment Institute

EXHIBIT A

Abram Cannon v. IPS, Inc., et al.
Orange County Superior Court Case No. 30-2023-01300848-CU-OE-CXC

NOTICE OF REPRESENTATIVE ACTION SETTLEMENT

If you are or were an hourly-paid, non-exempt employee of IPS, Inc., IPS Security, Inc., or American Employment Institute at any time between November 4, 2021 through December 7, 2023, you are entitled to receive money from a Settlement brought under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

1. Why Am I Getting This Notice?

A settlement (the "Settlement") has been reached in a representative action lawsuit entitled *Abram Cannon v. IPS, Inc., et al.*, Orange County Superior Court Case No. 30-2023-01300848-CU-OE-CXC (the "Action" or "Lawsuit"). The defendants in the Action are IPS, Inc., IPS Security, Inc., and American Employment Institute ("Defendants"). The Action was brought by Plaintiff Abram Cannon ("Plaintiff"), a former employee of Defendants, on behalf of the State of California and all alleged "Aggrieved Employees," defined as all current and former hourly-paid, non-exempt employees who were employed by Defendants in the State of California at any time between November 4, 2021 through December 7, 2023 (the "PAGA Period").

On [insert date Court signs and enters Settlement Approval Order] (the "Effective Date"), the Court granted approval of the settlement amount to be paid by Defendants for settlement of the Action for civil penalties under PAGA.

Defendants' employment records indicate that you meet the definition of an Aggrieved Employee. The Court directed that this Notice be sent to all Aggrieved Employees to inform you about the case and your rights.

This Notice explains the Lawsuit, the Settlement, your legal rights, and what benefits are available.

2. What is This Lawsuit About?

On November 4, 2022 Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that he contends were violated, including California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, as well as Industrial Welfare Commission Wage Order 4-2001 (the "PAGA Notice"). On January 9, 2023, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq (the "Complaint"). Plaintiff filed the Action as a Private Attorney General on behalf of the State of California and sought penalties on behalf of himself, the State, and all current and former hourly-paid, non-exempt employees of Defendants within the PAGA Period. Plaintiff alleges that Defendants owed penalties under California's Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq. ("PAGA") for failure to pay minimum and overtime wages, failure to provide meal and rest periods, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to keep accurate payroll records, failure to furnish accurate itemized wage statements, and failure to reimburse necessary business expenses. In agreeing to this settlement, Defendants do not admit to any wrongdoing or that they are liable in any way for any civil penalties under PAGA.

3. Why is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. Plaintiff and Plaintiff's attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Aggrieved Employees.

4. What Are the Terms of the Settlement?

Defendants will pay Three Hundred Twenty Thousand Dollars and Zero Cents ($320,000.00) to settle the Action (the "Gross Settlement Amount") in two installments. The Gross Settlement Amount includes: (a) all Individual PAGA Payments to be paid to Aggrieved Employees ("Aggrieved Employees' Payment"); (b) a payment to the LWDA for civil penalties brought under PAGA; (c) Plaintiff's Counsel's attorneys' fees equal to one-third of the Gross Settlement Amount (i.e, $106,666.67) and reimbursement of litigation costs and expenses in the amount of $8,399.75; and (d) the reasonable fees and costs of the Settlement Administrator in the amount of $15,450.00.

The Net Settlement Amount is the sum remaining after the Court-approved deductions from the Gross Settlement Amount for: (1) Attorneys' Fees and Costs to Plaintiff's Counsel and (2) Settlement Administration Costs. The Net Settlement Amount is $189,483.58. The law requires that 75% of the Net Settlement Amount (i.e., $142,112.69) be paid to the LWDA. The remaining 25% of the Net Settlement Amount (i.e., $47,370.89) will be paid out to the Aggrieved Employees.

Within thirty (30) days of the Effective Date ("the "Initial Funding Date"), Defendants will make an initial deposit (the "First Installment") of Two Hundred Twenty Thousand Dollars and Zero Cents ($220,000.00) into an account established by the Settlement Administrator for administration of the Settlement. Within one (1) year of the Initial Funding Date, Defendants will make a second deposit (the "Second Installment") of One Hundred Thousand Dollars and Zero Cents ($100,000.00) into the account established by the Settlement Administrator for administration of the Settlement.

Payments to the LWDA and to the Aggrieved Employees shall all be made from the First Installment, and shall precede payments to the Settlement Administrator for Settlement Administration Costs and shall also precede payments to Plaintiff's Counsel for Attorneys' Fees and Costs. All Aggrieved Employees will be paid from the First Installment. The Second Installment shall be used to pay outstanding Settlement Administration Costs and Attorneys' Fees and Costs. No portion of the Gross Settlement Amount will be returned to Defendants.

5. How Much Am I Receiving?

Each Aggrieved Employee will receive a *pro rata* share of the PAGA Payment based on the number of pay periods the Aggrieved Employee worked for Defendants as an hourly-paid, non-exempt employee during the PAGA Period. Any pay period in which an Aggrieved Employee worked at least one day shall be counted as a pay period.

To calculate each Aggrieved Employee's estimated Individual PAGA Payment, the Aggrieved Employees' Payment was divided by the aggregate total number of Eligible Pay Periods of all Aggrieved Employees, resulting in the "Pay Period Value." Each Aggrieved Employee's estimated Individual PAGA Payment was then calculated by multiplying his or her individual Eligible Pay Periods by the Pay Period Value.

Your Eligible Pay Periods are: ___________

Your Estimated Individual PAGA Payment is: $__________

Your Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual PAGA Payment may be higher or lower.

If you wish to dispute the Pay Periods credited to you in this Notice, you must submit a written dispute ("Pay Periods Dispute") to the Settlement Administrator. The Pay Periods Dispute must contain: (1) the case name and number of the Action (*Abram Cannon v. IPS, Inc., et al.*, Orange County Superior Court Case No. 30-2023-01300848-CU-OE-CXC); (2) your full name, address, telephone number, signature, and last four digits of your Social Security number; and (3) a statement setting forth the number of Pay Periods during the PAGA Period that you contend is correct and any relevant documentation in support thereof. The Pay Periods Dispute must be submitted to the Settlement Administrator by mail, postmarked no later than [Response Deadline]. Upon timely receipt of a Pay Periods Dispute, the Settlement Administrator, in consultation with Plaintiff's Counsel and Defendants' Counsel, will review the pertinent records showing the dates the Aggrieved Employee worked for Defendants in California and the number of Pay Periods worked. After consulting with Plaintiff's Counsel and Defendants' counsel, the Settlement Administrator shall calculate the number of Pay Periods to be used in computing the Aggrieved Employee's pro rata share of the Net Settlement Amount. In the event that there is a disparity between the number of Pay Periods an Aggrieved Employee claims he or she worked during the PAGA Period and the number of Pay Periods indicated by Defendants' records, Defendants' records will control unless inconsistent with records provided by the Aggrieved Employee (or bona fide copies thereof), in which case the records provided by the Aggrieved Employee will control.

Payments will be distributed only after the deadline for employees to submit Pay Period Disputes has expired. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure receipt of your Individual PAGA Payment that you are entitled to under the Settlement.**

The Individual PAGA Payments are characterized as penalties rather than wages for tax purposes. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments. The Settlement

Administrator will be responsible for issuing IRS Forms 1099 to Aggrieved Employees. The Settlement checks will be valid for 180 days after they are issued. After 180 days, the Settlement checks will be void. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq*. in the names of those Aggrieved Employees who did not cash their Settlement checks until such time as they claim their funds.

6. What Claims are Being Released by the Settlement?

A Judgment has been entered by the Court. Upon the Effective Date and the full funding of the Gross Settlement Amount, all Aggrieved Employees will have released the Released Parties from the Released Claims for the PAGA Period, which is defined as the period of time between November 4, 2021 through December 7, 2023.

The Released Parties means Defendants IPS, Inc., IPS Security, Inc., and American Employment Institute, as named by Plaintiff in the Complaint, and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint venturers, joint employers, co-employers, divisions, board members, trustees, managing members, and other persons acting on their behalf, both in their individual and representative capacities.

The Released Claims means any and all claims or causes of action for civil penalties available under PAGA that Plaintiff or any Aggrieved Employee had, now has, has asserted, or may hereafter assert against Defendants or any Released Parties that are based on the facts alleged in the Complaint and the PAGA Notice, arising during the PAGA Period for: (i) failure to pay all overtime wages due (Labor Code sections 510 and 1198); (ii) failure to provide meal periods or compensation in lieu thereof (Labor Code sections 226.7 and 512(a)); (iii) failure to provide rest periods or compensation in lieu thereof (Labor Code section 226.7); (iv) failure to pay all minimum wages due (Labor Code sections 1194, 1197, and 1197.1); (v) failure to timely pay wages at time of termination or resignation (Labor Code sections 201-203); (vi) failure to timely pay wages during employment (Labor Code section 204); (vii) failure to provide complete, accurate wage statements (Labor Code section 226(a); (viii) failure to keep requisite payroll records (Labor Code section 1174(d); and (ix) failure to reimburse necessary business expenses (Labor Code sections 2800 and 2802).

Aggrieved Employees cannot opt out of the Settlement or object to the Settlement. Even if you do not cash your check, you will still be bound by the Settlement and will be deemed to have released the Released Claims.

A copy of the Complaint, Settlement, and Settlement Approval Order are available on the Settlement Administrator's website at the following address: ___________________. You may also view these documents and other court records in the Action for a fee by visiting the Court, at 751 West Santa Ana Boulevard, Santa Ana, California 92701 or 700 Civic Center Drive West, Santa Ana, California 92701, during business hours, or by visiting the court's website at: https://www.occourts.org/online-services/case-access, clicking "Access Now" next to "Civil Case & Document Access", clicking "Accept Terms" on the following page, and then typing in the Case Number "30-2023-01300848" in the search field.

If you have questions, you can call the Settlement Administrator at ______________ or you may contact Plaintiff's attorneys:

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020

Jill J. Parker, Esq.
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833

PLEASE DO NOT TELEPHONE THE COURT ABOUT THIS SETTLEMENT
The Court will not be able to assist you.