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[ADDITIONAL COUNSEL LISTED AFTER CAPTION]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

EDUARDO MORALES, JOSE OLIVA,
individually and on behalf of other
persons similarly situated and similarly
aggrieved employees,

Plaintiffs,

v.

PHENIX ENTERPRISES, INC.;
SATELLITE BODY, INC.; VEHICLE
SYSTEMS, INC.; and DOES 1 through
25,

Defendants.

Case No.: 23STCV06594
(related to 24STCV05558)

CLASS AND REPRESENTATIVE
ACTION

*[Assigned to Hon. Laura A. Seigle
in Dept. SS-17]*

**THE COMPENDIUM OF
DECLARATIONS IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT
BY: (1) HAIK HACOPIAN, (2)
ZORIK MOORADIAN, (3)
MEHRDAD BOKHOUR, (4)
JOSHUA S. FALAKASSA, (5)
EDUARDO MORALES, AND (6)
JOSE OLIVA**

[FILED CONCURRENTLY WITH
NOTICE OF MOTION AND MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT;
AND [PROPOSED] ORDER]

Date: September 16, 2025

Time: 9:00 a.m.

Dept.: SS-17

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Declaration of Haik Hacopian

1 **DECLARATION OF HAIK HACOPIAN**

2 I, Haik Hacopian, declare as follows:

3 1. I am an attorney at law duly licensed to practice law in the state of California.
4 I work with Mooradian Law, APC and, along with Zorik Mooradian, am counsel for Plaintiff
5 Eduardo Morales and seek appointment as Class Counsel in the class action lawsuit entitled
6 *Eduardo Morales, Jose Oliva, individually and on behalf of other persons similarly situated*
7 *and similarly aggrieved employees v. Phenix Enterprises, Inc. et al*, and bearing Los Angeles
8 County Superior Court Case No. 23STCV06594. I make this Declaration in support of
9 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement based on my own
10 personal knowledge and if called as a witness I could and would competently testify to the
11 following facts stated herein.

12 2. I am a 2010 graduate of St. John's University School of Law. I was admitted
13 to the New York State Bar in February of 2011 and was assigned Registration Number
14 4895728. I was admitted to The State Bar of California on April 25, 2012 and was assigned
15 State Bar Number 282361 and have been active and in good standing since. I have
16 been involved in the litigation of complex cases at all stages throughout my career including
17 wage and hour class actions and representative PAGA actions. I am currently actively
18 involved with numerous class action and PAGA matters in various litigation stages.

19 3. The following is a short title index of wage-and-hour class action cases in
20 which I have represented and/or continue to represent named plaintiff in the capacity of co-
21 counsel: Nuno v. Universal Building Maintenance/BC541570; Perez v. Quest
22 Nutrition/BC630914; Cabrera v. Complete Facilities Maintenance/BC538248; Cardenas v.
23 Iron Mountain/BC620476 (appointed as class counsel); Hernandez v. Johnny
24 Rockets/BC604536; Castro v. Advanced Cosmetic Research/BC634270; Linares v. Personal
25 Touch Cleaning/BC613182; Escalante v. Friendly Hills Country Club/BC640583 (appointed
26 as class counsel); Fuentes v. Kamran Staffing/BC604535 (appointed as class counsel);
27 Martinez v. Pampanga Food Company/BC637207; Perez v. El Pollo Loco/JCCP4957
28 (appointed as class counsel); Rosa v. Intercontinental Hotels/BC566377; Serrano v. Noise

(appointed as class counsel); Contreras v. Golden State Foods/BC708535; Avina v. Marriott Vacations Worldwide/8:18-cv-00685-JVS-JPR (appointed as class counsel); Balaguer v. Eminent, Inc/19STCV16803 (appointed as class counsel); Gonzalez v. FMS Management/30-2019-01065563-CU-OE-CXC (appointed as class counsel); Ramos v. Liberty Container Corp./20STCV06560 (appointed as class counsel); Mendoza v. Savage Services Corporation/18STCV04798 (appointed as class counsel); Moreno v. DCX-Chol Enterprises/19STCV19105; Villacana v. Crothall Laundry Services/19STCV16330.

4. I am familiar with California wage and hour law including the laws governing the alleged violations and the Orders of the Industrial Welfare Commission, and the Private Attorneys General Act.

5. I know of no conflicts as to why I, or Mr. Mooradian, could not serve as Class Counsel in this matter. I also know of no conflicts that would preclude Mr. Morales from serving as a Class Representative in this matter.

6. As a result of my prior experience, including as class counsel in other wage and hour class actions, I am fully aware of the responsibilities I owe as Class Counsel to the proposed class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed settlement is fair to the class, reasonable and more than adequate in view of (i) the strength of Plaintiffs' claims and Defendants' defenses, (ii) the risk, expense, complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining class certification and maintaining class action status through trial, (iv) the total settlement amount of \$1,221,480 offered in settlement allowing for significant individual recoveries by employees, (v) the discovery conducted by the Parties in this case, (vi) my experience with similar settlements in wage and hour class actions that have received court approval, and (vii) the fact that the settlement was the result of arms' length negotiations between experienced counsel facilitated by Hon. Amy D. Hogue (ret.) and Mr. Jeffrey P. Fuchsman, respected neutral mediators.

7. Defendants are engaged in the business of custom vehicle fabrication for commercial fleets which include trucks, vans, and vehicle bodies for utility companies.

1 Plaintiffs and Class Members were employed at Defendants' fabrication facility in Pomona.

2 8. There are approximately 303 class members who worked approximately
3 40,716 workweeks during the Class Period. Plaintiffs count 111 former employees. The
4 average hourly rate of pay during the Class Period is \$26.76. Plaintiff Morales was employed
5 from July 27, 2021 through July 18, 2022. Plaintiff Oliva was employed from April 29, 2014
6 through September 28, 2022.

7 9. The Parties have conducted investigation of the operative facts and applicable
8 law during the pendency of the case through formal and informal discovery. Plaintiffs have
9 reviewed and examined class data and has retained the services of an expert who has analyzed
10 the damages and evaluated the potential class wide exposure. Prior to the first mediation,
11 Defendants produced a random sample time and payroll records for 59 of 289 class members
12 (the total at the time), approximately 20%, as well as relevant policies.

13 10. On April 12, 2024, Plaintiffs and Defendants participated in a full-day
14 mediation before Hon. Amy D. Hogue (ret.) but were unable to reach a resolution. Thereafter,
15 the Parties resumed litigation and agreed to a second mediation session. Prior to this session,
16 as additional information was unraveled as to the asserted claims, Plaintiffs' exposure analysis
17 was refined with expert assistance. At their second mediation session on November 25, 2024
18 with Mr. Jeffrey P. Fuchsman, the Parties were able to reach a resolution through a mediator's
19 proposal. They subsequently entered into their Joint Stipulation of Settlement, a true and
20 correct copy of which is attached hereto as **Exhibit "1"**.

21 11. If the Court approves this settlement, Defendants will pay the gross sum of
22 \$1,221,480 ("Maximum Settlement Amount") which will be used to fund this Settlement and
23 make payments to Class Members, who will be paid on an all-in non-reversionary opt-out
24 basis. The Settlement Amount excludes the employer share of taxes on the wage component
25 of the Settlement which will be separately funded by Defendants.

26 12. The Net Settlement Amount to be distributed to Settlement Class Members
27 calculates to \$694,320 after deductions from the \$1,221,480 Maximum Settlement Amount
28 for: (1) \$407,160 (one-third of the Maximum Settlement Amount) for attorneys' fees, (2)

1 \$40,000 for litigation costs, (3) \$20,000 for the Service Awards to Plaintiffs (\$10,000 each),
2 (4) \$10,000 in maximum settlement administration costs, (5) a \$37,500 payment to the LWDA
3 as its 75% share of the \$50,000 allocated to settlement of Plaintiffs' PAGA claims, and (6) a
4 \$12,500 distribution to aggrieved employees for their 25% share of the PAGA allocation. The
5 approximate estimated simple average class settlement payment, assuming maximum awards
6 and participation by 305 individuals, calculates to \$2,276.46 ($\$694,320 \div 305$). Assuming
7 maximum awards under the settlement and 42,500 total workweeks, the workweek value
8 calculates to approximately \$16.34 ($\$694,320 \div 42,500$).

9 13. As far as other pending wage and hour lawsuits against Defendants or lawsuits
10 implicating wage and hour claims of the proposed settlement class here, there is the related
11 case of *Jose Manuel Martinez v. Phenix Truck Body Management, et al.* (24STCV05558),
12 whose claims fully overlap with this Settlement.

13 14. Attached hereto as **Exhibit "2"** is a true and correct copy of the PAGA Notice
14 communicated on behalf of Plaintiff Morales to Defendants and the LWDA on March 27,
15 2023 (LWDA-CM-944716-23).

16 15. Plaintiffs' requested incentive payments are intended to recognize Plaintiffs'
17 contributions on behalf of the Class and are fair in relation to the total settlement, their efforts,
18 and standing alone.

19 16. The Parties have agreed to an attorneys' fees award of \$407,160, which is one-
20 third (33 1/3%) of the Maximum Settlement Amount of \$1,221,480, and payment of
21 documented litigation costs and expenses up to \$40,000. My office and co-counsel will submit
22 detailed support for the request for a fee award along with Plaintiffs' motion for final approval
23 of the settlement. For now, I submit that the requested fee is fair compensation for undertaking
24 a complex, risky, expensive, and potentially time-consuming litigation involving this case
25 (initially two cases) on a purely contingent fee basis. Here, counsel has incurred substantial
26 attorneys' fees independently conducting pre-filing investigations, analyzing the claims,
27 litigating the case including successfully opposing motions to compel arbitration, conducting
28 legal research and analysis, reviewing significant documentary and electronic records

1 produced by Defendants, performing data analysis of employee timekeeping data and payroll
2 records, preparing for and attending two full-day mediations, negotiating the settlement,
3 working on the long-form Joint Stipulation of Settlement, Class Notice, and preparing this
4 Motion for Preliminary Approval, and otherwise aggressively pursuing the interests of the
5 putative class.

6 17. I submit that the request for attorneys' fees is reasonable when viewed as an
7 overall percentage of the settlement as well as with reference to counsel's loadstar. In light of
8 the risks and significant work undertaken by counsel, the results obtained for the class, and
9 the efficiency with which the Parties collaborated to conduct the litigation, the fee and cost
10 request is fair and reasonable.

11 18. Plaintiffs contended that Defendants underpaid employee wages due to
12 rounding and failing to properly calculate the regular rate of compensation.

13 19. Plaintiffs' review of the time and payroll data revealed rounding up at shift
14 start and rounding down at shift end. Plaintiffs calculated an average of 15.6 minutes
15 underpaid per shift. This resulted in \$1,488,823 in underpaid wages through the date of the
16 second mediation. Defendants countered that employees recorded their own time to the minute
17 and that they were not required to work prior to their scheduled shifts. Defendants further
18 contended that the inquiry necessary to determine whether an employee performed work prior
19 to the start of, and after the end of, a scheduled shift would readily bar certification on this
20 issue. Based on these defenses to the merits, Plaintiffs do not value a rounding claim at more
21 than 25% of the assessed exposure, or \$372,205.75.

22 20. Plaintiffs alleged that Defendants failed to account for non-discretionary
23 bonuses and other incentive pay when calculating the "regular rate of pay" when paying
24 overtime and sick pay wages. More specifically, Defendants paid an "incentive attendance
25 bonus" on an hourly basis to the extent an employee worked more than 76 hours during a pay
26 period. About 86% of pay periods in the sample reflected payment of this bonus, most of
27 which reflected an additional \$1.00 per hour, and the rest ranged from an additional \$1.25 to
28 \$3.50 per hour. Any potential regular rate damages would be mooted, however, by payment

1 of the bonus at 1.5x times for any overtime hours worked. Thus, no exposure would be
2 attributable for the regular rate claim.

3 21. Plaintiffs' review of the time data revealed 178,212 shifts greater than 5 hours
4 necessitating a meal break. Plaintiffs calculate maximum damages at \$4,814,332 for unique
5 meal break violations which are shifts with at least a short meal break, no meal break, a meal
6 break of insufficient duration, and/or no second meal break for shifts greater than 10 hours.
7 Notably, Plaintiffs' review of the payroll data did not reveal payment of any meal premiums.
8 Plaintiffs further claimed that Defendants implemented an automatic 30-minute deduction that
9 did not reflect meal break timing.

10 22. Defendants countered that they maintained legally compliant meal period
11 policies and practices throughout the class period. Specifically, that they implemented legally
12 compliant bell schedules for breaks that would defeat Plaintiffs' position that meal breaks
13 were not properly tracked due to automatic deduction. Further, Defendant represented the
14 need for significant individualized inquiry to determine whether any alleged meal violation
15 was due to some fault of Defendants or whether an employee voluntarily elected to take a late,
16 short, or no meal break.

17 23. In light of the above defenses and arguments, Plaintiffs do not value a meal
18 period claim at more than 25% of the assessed exposure, or \$1,203,583, which reflects a 50%
19 chance of certification and a 50% chance of prevailing on the merits.

20 24. Defendants represented that they maintained a legally compliant bell schedule
21 for breaks that reminded employees of the need to take rest breaks at the correct intervals.
22 Moreover that, as with meal breaks, Defendants represented that they maintained compliant
23 rest period policies and practices throughout the Class Period. As rest breaks at not required
24 to be tracked and Defendants did not do as such, Plaintiffs were not able to analyze the data
25 for a rest period exposure. The time data reveals 179,507 shifts greater than or equal to 3.5
26 hours necessitating a rest break. Assuming a generous 50% violation rate, the exposure
27 calculates to \$2,513,278. Further, as with meal breaks, the issues of individualized inquiry
28 will create major hurdles to certification. As such, Plaintiffs do not value a rest break claim at

1 more than 15% of the assessed exposure, or \$376,991.70.

2 25. Defendants required that employees wear uniforms but instead of reimbursing
3 employees, they charged employees \$28.00 per pay period for their uniforms. The practice
4 appears to have ceased in mid-2023, ostensibly in response to this litigation. Out of the 2,786
5 wage statements in the sample analyzed by Plaintiffs, there are 998 instances of the uniform
6 deduction, for a total of \$27,944. Plaintiffs extrapolated these losses to \$193,704, through the
7 date of the second mediation, which is based on \$28 per pay period for 35% of the total pay
8 periods (6,918). As employees also maintained their uniforms, an additional \$92,830 may be
9 attributed to laundering expenses (assuming \$10 per month). Total exposure would add up to
10 \$286,534. To account for general litigation risk, Plaintiffs value the expense reimbursement
11 claim at 80% of assessed exposure, or \$229,227.20.

12 26. The wage statements issued to employees were substantively problematic
13 because they bundled regular hours in excess of scheduled hours, overtime hours, and the sum
14 of the hourly attendance bonus during a pay period under an “Ince” pay code. Accordingly,
15 employees had no means by which to determine the discrete amounts of these payments
16 directly from the paystub. Plaintiffs tally 11,046 wage statements issued during the limitations
17 period from March 24, 2022 through the date of the second mediation for an exposure sum of
18 \$736,100. About 86% of the wage statements included incentive bonuses and reflected the
19 above issue which brings exposure down to \$633,046 and is the value of claim according to
20 Plaintiffs.

21 27. The claim for waiting time penalties would be derivative of the claims for
22 unpaid wages and meal and rest premiums and the weaknesses described there would directly
23 impact the viability of this claim. At 111 terminated employees, maximum waiting time
24 penalties calculate to \$712,886.40 (111 employees x 30 days x 8 hours per shift x \$26.76
25 average hourly rate). But given weaknesses of the underlying claims, Plaintiff does not believe
26 the value of this claim exceeds 30% of the assessed maximum, or \$213,865.92.

27 28. Defendants maintained a compliant PTO policy that allowed the accrual of
28 PTO hours to full-time employees. The benefit accrued based on an employee’s length of

1 employment and not on hours worked. Thus, additional vacation wages would not be owed
2 on a derivative basis to the extent Plaintiffs claimed that any work hours are unpaid due to
3 rounding or otherwise. The policy did not permit forfeiture of accrued PTO and required that
4 all earned and unused vacation time be paid upon an employee's separation. Accordingly,
5 Plaintiffs do not attribute any value to this claim.

6 29. The intention of PAGA penalties is not to serve a punitive or compensatory
7 purpose but to sufficiently act as a deterrent to future Labor Code violations. Notably,
8 Defendants ceased the uniform deduction and committed to addressing the wage statement
9 issue. As such, to the extent PAGA penalties are assessed, Plaintiffs expect for a court to
10 impose substantial discretionary reductions and provide for a nominal award as these
11 Defendants are smaller employers that made certain beneficial changes. At 10,925 PAGA pay
12 periods and \$100 penalty per pay period, maximum potential penalties would come to
13 \$1,092,500. Applying an 80% reduction, consistent with reported cases, results in a potential
14 exposure of \$218,500. In light of this, and also because of potential defenses to the substantive
15 claims that would bear on PAGA liability, the Parties' allocation of \$50,000 for settlement of
16 the PAGA claim is extremely reasonable.

17 30. The settlement is fair and adequate when compared to the total potential
18 exposure and the risks inherent in Plaintiffs' claims. I consider the settlement to be
19 significantly more than a "fraction" of potential recovery, particularly considering the various
20 potential complications, dangers and pitfalls that proceeding would entail. This proposed
21 settlement provides a fair and reasonable monetary recovery for the Settlement Class in the
22 face of disputed claims and significant hurdles. The \$1,221,480 Settlement Amount captures
23 about 40% of the \$3,028,919.57 assessed case value on viable class claims, which is extremely
24 favorable given the significant risk factors described above. At a net settlement amount of
25 \$694,320, class members will be recovering 23% of the assessed case value, which represents
26 an excellent recovery.

27	Claim	Exposure	Discount Applied	Value
28	Unpaid Wages	\$1,488,823	75%	\$372,205.75

1	Meal Period	\$4,814,332	75%	\$1,203,583
2	Rest Period	\$2,513,278	85%	\$376,991.70
3	Unreimbursed	\$286,534	20%	\$229,227.20
4	Business			
5	Expenses			
6	Waiting Time	\$712,886.40	70%	\$213,865.92
7	Wage Statement	\$736,100	14%	\$633,046
8	Unpaid Vacation	\$0	0%	\$0
9		\$10,551,953.40		\$3,028,919.57

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

16 32. To the extent any claims were certified, Defendants would certainly seek to
17 decertify them. Absent settlement, there was a risk that there would never be a certified class.

18 33. I submit that the proposed settlement is within the range of possible approval
19 for communication of a notice in conformity and consideration thereof by the Settlement
20 Class. The Court will have the opportunity to again assess the reasonableness of the settlement
21 at the final approval hearing after the Class has had the opportunity to opt-out or object.

22 34. The alternative method of resolution of the claims asserted here would be
23 multiple individual lawsuits, challenging the same alleged wage and hour policies and
24 practices of Defendants, and each seeking a small amount of damages. Such duplicative
25 litigation would be extremely inefficient and costly for the courts and wasteful for judicial
26 forums that would otherwise devote resources to other matters.

27 35. Attached hereto as **Exhibit "3"** is a true and correct copy of the administration
28 quote for \$9,250 provided by the proposed settlement administrator, Phoenix Administrators,

1 which is less than the \$10,000 maximum contemplated by the Settlement Agreement. The
2 quote also includes translation of the class notice into Spanish.

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

5 Executed this 12th day of August 2025, in Pasadena, California.

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7 /s/Haik Hacopian
Haik Hacopian, Declarant

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Exhibit “1” – Executed Settlement Agreement

1 This Joint Stipulation of Settlement is entered into between Plaintiffs Eduardo Morales
2 ("Morales") and Jose Oliva ("Oliva") (together, "Plaintiffs"), on behalf of themselves and the Class
3 Members, and Defendants Phenix Enterprises, Inc. ("Phenix"), Satellite Body, Inc. ("SBI"), and
4 Safe Vehicle Systems, Inc. ("SVS") (collectively, "Defendants"). Plaintiffs and Defendants are
5 collectively referred to herein as the "Parties."

6 **A. RECITALS.**

7 1. On March 24, 2023, Morales filed a Class Action Complaint in Los Angeles County
8 Superior Court stating causes of action for (1) Failure to Provide Meal Periods; (2) Failure to Provide
9 Paid Rest Periods; (3) Failure to Pay Wages; (4) Failure to Timely Pay Wages at
10 Termination/Separation; (5) Failure to Timely Pay Vacation Wages at Termination; (6) Failure to
11 Provide Accurate Wage Statements; (7) Failure to Reimburse Business Expenses; and (8) Violation
12 of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, *et seq.*

13 2. On March 27, 2023, Morales provided written notice to the Labor and Workforce
14 Development Agency ("LWDA") and Defendants regarding the specific provisions of the Labor
15 Code alleged to have been violated, including the facts and theories to support those alleged
16 violations.

17 3. On April 26, 2023, Oliva provided written notice to the LWDA and Defendants
18 regarding the specific provisions of the Labor Code alleged to have been violated, including the
19 facts and theories to support those alleged violations.

20 4. On April 28, 2023, Oliva filed a Class Action Complaint in Los Angeles County
21 Superior Court stating causes of action for (1) Failure to Pay Minimum Wages; (2) Failure to Pay
22 Overtime Wages; (3) Failure to Pay Sick Pay Wages; (4) Meal Period Violations; (5) Rest Period
23 Violations; (6) Wage Statement Violations; (7) Failure to Reimburse Necessary Business Expenses;
24 (8) Waiting Time Penalties; and (9) Unfair Competition.

25 5. On July 7, 2023, Morales filed a First Amended Complaint and Representative
26 Action to add an additional cause of action for civil penalties under the Private Attorneys General
27 Act.

1 6. On August 21, 2023, Oliva filed a First Amended Class and Representative Action to
2 add an additional cause of action for civil penalties under the Private Attorneys General Act.

3 7. On June 17, 2024, Morales and Oliva filed a Consolidated Complaint – Class and
4 Representative Action in the Los Angeles County Superior Court stating causes of action for (1)
5 Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Wages; (4)
6 Failure to Timely Pay Wages at Termination/Separation; (5) Failure to Timely Pay Vacation Wages
7 at Termination; (6) Failure to Provide Accurate Wage Statements; (7) Failure to Reimburse Business
8 Expenses; (8) Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, *et seq.*; and
9 (9) Penalties Pursuant to Private Attorneys General Act (the "Action").

10 8. Defendants have denied, and continue to deny, all of Plaintiffs' material allegations.
11 Specifically, Defendants contend (1) they did not fail to pay the Class minimum wages or overtime;
12 (2) they provided the Class with all meal and rest periods in accordance with the law; (3) they did not
13 fail to timely pay the Class wages, including accrued but unused vacation, due and owing upon
14 separation; (4) they did not fail to reimburse the Class for necessary business expenses; (5) they
15 provided the Class with accurate itemized wage statements, consistent with Labor Code Section 226;
16 (6) they did not violate Business & Professions Code Section 17200, *et seq.*; (7) the PAGA Group is
17 not entitled to penalties under PAGA; and (8) they are not liable for damages, liquidated damages,
18 penalties, attorney's fees, or costs of litigation to the Class.

19 9. The Parties agreed to participate in early mediation.

20 10. As part of the informal discovery process and the Parties' settlement negotiations,
21 Defendants provided Class Counsel with documents relating to their and Phenix Truck Body
22 Management's policies, practices and procedures as well as data constituting the time and payroll
23 records for an agreed upon sampling of the putative Class for the period from 2019 through 2024. In
24 conjunction with those same negotiations, the Parties spoke at length about the strengths and
25 weaknesses of the Parties' respective claims and defenses, the certifiability of the claims, and the
26 scope of Defendants' alleged liability. Class Counsel retained an expert to analyze the data produced
27 by Defendants, and separately completed its own analysis of the data, including calculating the
28 damages of a number of individual class members, in order to confirm the accuracy of their expert's

1 calculations. The Parties also ensured that they were in agreement as to certain critical terms
2 including, but not limited to, the number of workweeks and current and former employee Class
3 Members at issue to ensure the accuracy of their respective analyses.

4 11. On April 12, 2024, the Parties participated in mediation with Hon. Amy D. Hogue
5 (Ret.).

6 12. On November 25, 2024, the Parties participated in a second mediation with Jeffrey P.
7 Fuchsman, Esq. After a full day of negotiations, Mr. Fuchsman issued a mediator's proposal to
8 resolve the matter. The Parties accepted the mediator's proposal on November 27, 2024.

9 13. For purposes of this settlement only, Plaintiffs contend and Defendants do not dispute
10 that there is sufficient evidence to support the requirements for Class certification for settlement
11 purposes, specifically:

- 12 a. There are approximately 303 Class Members, which is so numerous as to make it
13 impractical to join all Class Members;
- 14 b. The Class is ascertainable from Defendants' records;
- 15 c. Common questions of law and fact exist;
- 16 d. Plaintiffs' claims are typical of the claims of the Class;
- 17 e. Plaintiffs and their counsel, Mooradian Law, APC, Bokhour Law Group, P.C., and
18 Falakassa Law, P.C., are adequate to represent the Class and should be appointed as
19 Class Representatives and Class Counsel, respectively;
- 20 f. The prosecution of separate actions by individual members of the Class would create
21 the risk of inconsistent or varying adjudications, which could establish incompatible
22 standards of conduct; and
- 23 g. Questions of law and fact common to the members of the Class predominate over
24 questions affecting individual members of the Class and a class action is superior to
25 other available means for the fair and efficient adjudication of the controversy.

26 14. By entering into this Settlement, Defendants admit no liability, and explicitly deny
27 liability or wrongdoing of any kind arising from the claims alleged in the Class Action. This
28 Settlement shall not constitute an admission by Defendants as to any interpretation of laws or as to

the merits, validity, or accuracy of any of the claims made against them in the Class Action, or that the claims alleged are suitable for class-wide or collective treatment.

B. DEFINITIONS.

15. “Class”, “Class Members”, and “Settlement Class Members” means all persons who worked for Defendants and/or Phenix Truck Body Management as a non-exempt, hourly employee in California at any time from March 24, 2019 through February 23, 2025. The term “Class Members” shall not include any person who submits a timely and valid request for exclusion.

16. “Class Action” refers to this class action lawsuit, *Eduardo Morales et al. v. Phenix Enterprises, Inc. et al.*, Los Angeles County Superior Court Case No. 23STCV06594.

17. “Class Counsel” refers to Zorik Mooradian and Haik Hacopian of Mooradian Law, APC, Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C.

18. “Class List” refers to the list of Class Member and PAGA Group Member information to be provided to the Settlement Administrator by Defendants.

19. “Class Notice” refers to the class notice, substantially in the form attached hereto as Exhibit A, as it may be modified by agreement of the Parties or upon order of the Court, which will be sent to the Class Members.

20. “Class Period” shall be defined as the period from March 24, 2019 through February 23, 2025.

21. “Class Representatives” refers to Plaintiffs Eduardo Morales and Jose Oliva.

22. “Defendants” means Phenix Enterprises, Inc., Satellite Body, Inc., and Safe Vehicle Systems, Inc.

23. “Defense Counsel” refers to R. Scott Brink and Brianna Frazier Earley of Jeffer Mangels Butler & Mitchell LLP.

24. “Effective Date” as defined below is a condition of performance of the obligations under this Settlement. If no timely objections are filed or if all objections are withdrawn, funding of the settlement shall be within sixty (60) calendar days after the date upon which the Court enters an Order granting Final Approval of the Settlement. If an objection is filed and not withdrawn, funding

1 of the settlement shall be within sixty (60) calendar days after the date for filing an appeal and no
2 such appeal being filed. If any timely appeals are filed, funding of the settlement shall be within sixty
3 (60) calendar days after the date of the resolution (or withdrawal) of any such appeal in a way that
4 does not alter the terms of the settlement.

5 25. "Employee-side Taxes" shall mean the employee's share of any and all applicable
6 federal, state or local payroll taxes and withholdings including, but not limited to those collected
7 under authority of the Federal Insurance Contributions Act ("FICA"), FUTA and/or SUTA on the
8 portion of any Participating Class Member's Settlement Share that constitutes wages. The Employee-
9 side Taxes will be withheld from and paid out of the Maximum Settlement Amount.

10 26. "Employer-side Taxes" shall mean and refer to Defendants' share of corporate federal,
11 state and/or local payroll taxes that are owed on the portion of any Participating Class Member's
12 Settlement Share that constitutes wages. Defendants will pay the Employer-side Taxes in addition to
13 the Maximum Settlement Amount.

14 27. "Final Approval Hearing" means the hearing set by the Court for the purpose of
15 determining, *inter alia*, (1) the fairness, adequacy, and reasonableness of the Settlement, (2) the
16 Service Payment to the Class Representatives, (3) the fees and costs of Class Counsel, (4) the fees
17 and costs of the Settlement Administrator, and (5) the LWDA Payment.

18 28. "Final Approval Order" or "Order of Final Approval" refers to the order of the Court
19 granting final approval of this Settlement and entering a judgment approving this Settlement on
20 substantially the same terms provided herein or as may be modified by subsequent agreement of the
21 Parties.

22 29. "Individual Class Workweeks" shall mean the number of Workweeks during the Class
23 Period for an individual Class Member.

24 30. "Individual PAGA Pay Periods" shall mean the number of PAGA Pay Periods during
25 the PAGA Period for an individual PAGA Group Member.

26 31. "LWDA Payment" shall mean the payment to the California Labor and Workforce
27 Development Agency ("LWDA") constituting seventy-five percent (75%) of the value assigned to
28 the claim for penalties under the California Labor Code Private Attorneys General Act, California

1 Labor Code Section 2698, *et seq.* (“PAGA”) – *i.e.*, \$37,500. The remaining twenty-five percent
2 (25%) of the value assigned to the claim for penalties under PAGA – *i.e.*, \$12,500 – shall be
3 distributed on a *pro rata* basis based upon the number of PAGA Pay Periods worked by each PAGA
4 Group Member (“PAGA Payment”).

5 32. “Maximum Settlement Amount” refers to the maximum amount which Defendants
6 are obliged to pay under this Settlement Agreement, *i.e.*, One Million Two Hundred Twenty-One
7 Thousand Four Hundred and Eighty Dollars and Zero Cents (\$1,221,480.00).

8 33. “Net Settlement Amount” refers to the Maximum Settlement Amount, less (a) the fees
9 and costs of the Settlement Administrator, (b) the payment to the LWDA, (c) the service payments
10 to the Class Representatives, and (d) Class Counsel’s fees and costs, and (e) the Employee-side Taxes.

11 34. “Order of Preliminary Approval” or “Preliminary Approval Order” refers to the order
12 of the Court granting preliminary approval of this Settlement.

13 35. The “PAGA Group” shall mean all persons who, during the PAGA Period, have
14 previously been or currently are employed in California by Defendants as an hourly-paid, non-exempt
15 employee. “PAGA Group Member” shall mean an individual who is a member of the PAGA Group
16 (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s
17 legal representative or successor in interest evidenced by reasonable verification).

18 36. “PAGA Payment Share” shall mean the value of each PAGA Group Member’s share
19 of the PAGA Payment as provided by this Settlement Agreement.

20 37. “PAGA Period” shall be defined as the period from March 27, 2022 through February
21 23, 2025.

22 38. “PAGA Pay Period” shall mean any bi-weekly pay period in which a PAGA Group
23 Member actually performed paid work for Defendants and/or Phenix Truck Body Management
24 during the PAGA Period as an hourly-paid, non-exempt employee.

25 39. “Participating Class Members” refers to all Class Members who choose to participate
26 in this Settlement and who do not timely and validly exclude themselves from the Settlement in
27 accordance with the procedures set forth herein.

28 40. “Parties” refers to Plaintiffs and Defendants.

1 41. “Plaintiffs” refers to Plaintiffs Eduardo Morales and Jose Oliva.

2 42. “Released Claims” refers collectively to the claims released by Participating Class
3 Members, as appropriate, and as defined in Paragraph 69.

4 43. “Released PAGA Claims” means the PAGA claims released by Plaintiffs on behalf of
5 themselves and the other allegedly aggrieved employees and the LWDA, described in detail in
6 Paragraph 70, as against Defendants.

7 44. “Released Parties” means Defendants and each of their former and present directors,
8 officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries,
9 and affiliates, including, without limitation, Phenix Truck Body Management.

10 45. “Settlement” or “Settlement Agreement” refer to this Joint Stipulation of Settlement.

11 46. “Settlement Administrator” refers to Phoenix Settlement Administrators, the third-
12 party administrator whom the Parties have selected to administer the Settlement in accordance with
13 the terms set forth herein and as approved by the Court.

14 47. “Settlement Share” refers to the value of the Net Settlement Amount which an
15 individual Class Member is entitled to receive pursuant to the Settlement.

16 48. “Workweek” shall mean any week in which a Class Member actually performed paid
17 work for Defendants during the Class Period as an hourly-paid, non-exempt employee.

18 **C. APPLICATION FOR APPROVAL OF THE SETTLEMENT, CLASS**
19 **CERTIFICATION, DISSEMINATION OF NOTICE, AND SETTING OF FINAL**
20 **APPROVAL HEARING.**

21 49. Promptly upon the full execution of this Settlement Agreement, Plaintiffs shall apply
22 to the Court for approval of the Settlement, including an Order of Preliminary Approval that, among
23 other things, (a) preliminarily approves the Settlement under the legal standards relating to the
24 approval of class and collective action settlements; (b) preliminarily certifies the Settlement Class for
25 settlement purposes only; (c) approves the Class Notice and authorizes dissemination of the same;
26 (d) preliminarily approves Plaintiffs as Class Representatives; (e) preliminarily approves Mooradian
27 Law, APC, Bokhour Law Group, P.C., and Falakassa Law, P.C. as Class Counsel; (f) preliminarily
28 approves Phoenix Settlement Administrators to serve as Settlement Administrator; and (g) sets a Final

Approval Hearing and briefing schedule. Should this Settlement not become effective for any reason, the fact that the Parties stipulated to certification of a Class herein shall have no bearing on and shall not be admissible on the question of whether a class/collective action should be certified in a non-settlement context.

D. CONSIDERATION FOR THE SETTLEMENT.

50. Maximum Settlement Amount.

The Parties agree to settle this Class Action for the Maximum Settlement Amount of \$1,221,480.00. The payment of the Maximum Settlement Amount and other actions and forbearances taken by Defendants are in full and final settlement of (a) the Released Claims, (b) the PAGA Released Claims; (c) the Settlement Administrator's fees and costs (the "Settlement Administration Costs"), (d) the payment to the LWDA, (e) the Service Payments, (f) the Class Counsel Fees, and (e) the Class Counsel Costs.

51. Allocation of the Maximum Settlement Amount.

Subject to Court approval, the Maximum Settlement Amount of \$1,221,480.00 will be credited or allocated as follows:

- (i) \$10,000 for the Settlement Administration Costs;
- (ii) \$37,500 for the LWDA Payment;
- (iii) \$12,500 for the PAGA Payment;
- (iv) \$20,000.00 for the Service Payments;
- (v) \$40,000 for Class Counsel Costs; and
- (vi) \$407,160 for Class Counsel Fees.

The remainder constitutes the Net Class Settlement Amount: \$704,320.

52. Escalator Clause.

Defendants represent that the Class Members have worked approximately 40,716 Workweeks during the Class Period. Should the qualifying Workweeks worked by Class Members exceed 44,788 (*i.e.*, increase by more than 10% of the estimated Workweeks during the Class Period), Defendants shall have the unilateral right to either (i) shorten the end date of the Class Period and PAGA Period, respectively, to run through the week in which the total Workweeks equals 44,788 without any

1 increase to the Maximum Settlement Amount; or (ii) increase the Maximum Settlement Amount on
2 a pro-rata basis equal to the percentage increase in the number of workweeks worked by the Class
3 Members above ten percent (10%), meaning Defendants will increase the Maximum Settlement
4 Amount by the percentage amount above ten percent (10%) (e.g., if the number of Workweeks
5 increases by 15% to 46,823 workweeks, the Maximum Settlement Amount will increase by five
6 percent (5%)). The extent to which the Workweeks exceed 44,788 shall be established upon the
7 Settlement Administrator's preliminary calculations prior to the mailing of the Class Notice to Class
8 Members. Defendants shall have seven (7) calendar days to decide whether to shorten the end date
9 of the Class Period and PAGA Period or increase the Maximum Settlement Amount on a pro-rata
10 basis.

11 53. Non-Monetary Relief.

12 Although Defendants deny they ever acted illegally and that as noted herein nothing in this
13 Agreement constitutes an admission of liability, in addition to the Maximum Settlement Amount,
14 Defendants also agree that they have reviewed their policies, practices, and procedures associated
15 with (a) the payment of minimum wage and overtime pay, (b) the provision of meal and rest breaks,
16 and (c) furnishing of wage statements, to ensure compliance with California law.

17 54. LWDA Payment.

18 The Parties allocate \$50,000 of the Maximum Settlement Amount to the PAGA claims. The
19 Parties believe such amount is reasonable and sufficient under the circumstances and serves the
20 punitive and deterrent purposes of the PAGA. The Settlement Administrator shall make the payment
21 to the LWDA within fourteen (14) calendar days of its receipt of the Maximum Settlement Amount
22 from Defendants, or within fourteen (14) calendar days of the Effective Date, whichever is later.

23 55. Service Payments to Plaintiffs.

24 Subject to Court approval, Plaintiffs will apply for service payments of not to exceed
25 \$10,000.00 each in consideration for Plaintiffs' efforts on behalf of the Class including, but not limited
26 to, assisting in the investigation and consulting with Class Counsel, providing critical information
27 and documents to Class Counsel, and participating in settlement negotiations, mediation, and in the
28 drafting of the Settlement Agreement (the "Service Payments"). Any Service Payments approved by

1 the Court will be paid out of the Maximum Settlement Amount and shall be in addition to Plaintiffs'
2 Settlement Shares under the terms of the Settlement. The Settlement Administrator will issue an IRS
3 Form 1099 for any Service Payments approved by the Court. The Settlement Administrator shall
4 transfer the Service Payments to Class Counsel within fourteen (14) calendar days of its receipt of
5 the Maximum Settlement Amount from Defendants, or within fourteen (14) calendar days of the
6 Effective Date, whichever is later. Defendants will not oppose Plaintiffs' request for Service
7 Payments of equal to or less than \$10,000.00 each.

8 56. Class Counsel Fees and Costs.

9 Subject to Court approval, Class Counsel will apply to the Court for an award of attorneys'
10 fees and costs incurred in connection with the prosecution of this matter; all of the work remaining
11 to be performed including, but not limited to, documenting the Settlement; drafting the Class Notice;
12 soliciting bids from, negotiating with, and retaining the Settlement Administrator; preparing all of the
13 motions and documents necessary to secure Court approval of the Settlement Agreement (including
14 all related appellate work if necessary); carrying out their duties to see that the Settlement Agreement
15 is fairly administered and implemented; responding to questions from Settlement Class Members;
16 and obtaining judgment.

17 Class Counsel will apply to the Court for an award of attorneys' fees in an amount not to
18 exceed one-third (1/3) of the Maximum Settlement Amount, or \$407,160.00 (the "Class Counsel
19 Fees"), and declared costs of up to \$40,000 (the "Class Counsel Costs"). Defendants will not oppose
20 Class Counsel's request of equal to or less than the amounts referenced above. The Class Counsel
21 Fees and Class Counsel Costs awarded to Class Counsel by the Court shall be paid out of the
22 Maximum Settlement Amount. The Settlement Administrator shall issue IRS Form 1099 to Class
23 Counsel in connection with payment of the Class Counsel Fees and the Class Counsel Costs. The
24 Settlement Administrator shall transfer the Class Counsel Fees and the Class Counsel Costs to Class
25 Counsel within fourteen (14) calendar days of its receipt of the Maximum Settlement Amount from
26 Defendants, or within fourteen (14) calendar days of the Effective Date, whichever is later.

27 In the event that a lesser sum is awarded for the Class Counsel Fees and Class Counsel Costs
28 referenced above, or for the Service Payments referenced in Paragraph 55, the approval by the Court

1 of any such lesser sum(s) shall not be grounds for Plaintiffs and/or Class Counsel to terminate the
2 Settlement, but such an order shall be appealable by them. In the event that such an appeal is filed,
3 final funding and administration of the portion of the Class Counsel Fees, Class Counsel Costs, and/or
4 Service Payments award(s) in dispute will be segregated and stayed pending the exhaustion of
5 appellate review. If, after the exhaustion of any such appellate review, additional amounts are
6 distributable to the Participating Class Members, the cost of administration of the payments to them
7 will be paid out of such additional amounts and not by Defendants. Any amount not awarded in Class
8 Counsel Fees, Class Counsel Costs, and Service Payments shall be added to the Net Settlement
9 Amount and distributed to the Participating Class Members in accordance with the terms of the
10 Settlement.

11 As of the Effective Date, and except as otherwise provided by this Settlement, Class Counsel
12 and any counsel associated with Class Counsel waive any further claims to costs and attorney's fees
13 and expenses against Defendants or the Released Parties arising from or related to the Class Action,
14 including but not limited to, claims based on the California Labor Code, the California Code of Civil
15 Procedure, PAGA, the Fair Labor Standards Act, the California Business and Professions Code, or
16 any other statute, law, or contract.

17 57. Tax Treatment of Settlement Shares.

18 For the purpose of taxes and required withholdings, the Parties agree that (i) Settlement Share
19 payments to Class Members shall be considered 20% wages (for which an IRS Form W-2 shall be
20 issued) and 80% interest and penalties (for which an IRS Form 1099 shall be issued); and (ii) PAGA
21 Payment Share payments to PAGA Group Members shall be considered 100% penalties (for which
22 an IRS Form 1099 with be issued).

23 Prior to the mailing of the Class Notice and again prior to the distribution of Settlement
24 Shares, the Settlement Administrator shall calculate the total taxes and withholdings required as a
25 result of the wage portion of the Settlement Share and such actual amount will be deducted therefrom.
26 The Parties understand that Participating Class Members who receive Settlement Shares under this
27 Settlement shall be solely responsible for any and all individual tax obligations on the non-wage
28 portion of their Settlement Share, and will indemnify and hold harmless Defendants for any taxes,

1 interest or penalties that may be incurred by Defendants on the non-wage portion of the Participating
2 Class Member's Settlement Share if any taxing authority disputes the allocation of the settlement
3 payment.

4 58. No Effect on Employee Benefit Plans.

5 Neither this Settlement nor any amounts paid hereunder will modify any previously credited
6 hours, days, or weeks of service under any employee benefit plan, policy or bonus program sponsored
7 by Defendants.

8 59. Undistributed Funds.

9 In the event that any checks mailed to Participating Class Members or PAGA Group Members
10 remain uncashed after the expiration of 180 days, or an envelope mailed to a Participating Class
11 Member or PAGA Group Member is returned and no forwarding address can be located for the
12 Participating Class Member or PAGA Group Member after reasonable efforts have been made
13 (including but not limited to skip tracing), the Settlement Administrator shall transmit the funds
14 represented by such checks to the California Controller's Unclaimed Property Fund in the name of
15 the Participating Class Member or PAGA Group Member thereby leaving no "unpaid residue" subject
16 to the requirements of California Code of Civil Procedure Section 384, subd. (b).

17 **E. ADMINISTRATION OF THE SETTLEMENT.**

18 60. Duties of the Settlement Administrator.

19 The Settlement Administrator shall perform the duties required by this Settlement by, among
20 other things, and without limitation, (i) receiving and updating through normal and customary
21 procedures the list of Class Members to be produced by Defendants, so that it is updated prior to the
22 mailing of the Class Notice, (ii) populating, printing and mailing the Court-approved Class Notice,
23 (iii) establishing and maintaining a settlement website in the manner described below, (iv) responding
24 to Class Member inquiries as appropriate, (v) performing necessary additional skip traces on any
25 notices and/or checks returned as undeliverable, (vi) calculating the Settlement Shares of the
26 Participating Class Members, (vii) resolving disputes during the administration process in the manner
27 described below, (viii) reporting to Class Counsel and Defense Counsel regarding administration of
28 the Settlement, (ix) preparing and mailing settlement checks to the Participating Class Members and

1 PAGA Group Members, (x) preparing and mailing the Court-approved payments to itself, the LWDA,
2 Plaintiffs, and Class Counsel, (xi) preparing all appropriate tax forms required in connection with the
3 payments called for by this Settlement and remitting those forms and all required payments to the
4 appropriate governmental agencies, (xii) preparing a final report and declaration summarizing the
5 administration of the Settlement, and (xiii) generally performing all normal and customary duties
6 associated with the administration of such settlements.

7 61. Dispute Resolution.

8 The Settlement Administrator shall have the initial responsibility for resolving any disputes
9 that arise during the administration of the Settlement including, without limitation, disputes regarding
10 whether a Class Member is entitled to a Settlement Share and, if so, the amount thereof. In resolving
11 such disputes, Defendants' employment records shall be presumed accurate and correct, and shall be
12 final and binding unless the information submitted by the individual (e.g., time records, wage
13 statements, employment records, etc.) proves otherwise. In the event that the Settlement
14 Administrator cannot resolve a dispute based upon a review of Defendants' records, the Settlement
15 Administrator will schedule a call with Class Counsel and Defense Counsel to discuss and resolve
16 the dispute. After such call, the Settlement Administrator shall attempt to resolve the dispute and any
17 such resolution will be final and binding on the disputing Class Member. In the event the Settlement
18 Administrator is unable to resolve the dispute to the satisfaction of the disputing Class Member, then
19 the Parties will submit the dispute to the Court for resolution at Final Approval.

20 **F. CLASS LIST, NOTICE TO SETTLEMENT CLASS MEMBERS,**
21 **PARTICIPATION IN THE SETTLEMENT, AND SETTLEMENT SHARES.**

22 62. Provision of the Class List.

23 Within 15 business days after the Motion for Preliminary Approval is granted, Defendants
24 will provide to the Settlement Administrator the Class List, which shall consist of an electronic
25 database containing (i) each Class Member's first and last name, (ii) the Class Member's last known
26 mailing address, (ii) the Class Member's Social Security number or Tax ID, (iii) the Class Member's
27 employee identification number, if applicable, based on Defendants' payroll records, (iv) the Class
28 Member's total number of Individual Workweeks, and (v) PAGA Group Members' total number of

1 Individual PAGA Pay Periods. If any Class List data are unavailable to Defendants, Defendants will
2 so inform Class Counsel prior to the date on which Defendants are required to submit the Class List
3 to the Settlement Administrator and the Parties will make their best efforts to reconstruct or otherwise
4 agree upon such Class List data prior to when it must be submitted to the Settlement Administrator.
5 If the Parties are unable to agree, the dispute will be resolved by the Settlement Administrator as
6 provided in Paragraph 61. This information will otherwise remain confidential and will not be
7 disclosed to anyone, including Class Counsel, except as required to applicable taxing authorities, and
8 except as required to carry out the reasonable efforts to identify Class Member information as
9 described in this Paragraph 65, pursuant to Defendants' express written authorization, or by order of
10 the Court.

11 63. Notice to Settlement Class Members.

12 Promptly upon receipt of the Class List, the Settlement Administrator shall access the National
13 Change of Address Database ("NCOA") and update the addresses provided by Defendants. The
14 Settlement Administrator shall also determine the number of Individual Class Workweeks and
15 Individual PAGA Pay Periods, as appropriate, for each Class Member, determine whether the Class
16 Member is a member of the PAGA Group, and populate the Class Notice accordingly. Within 10
17 calendar days after receipt of the Class List, the Settlement Administrator shall mail the Class Notice
18 to each Class Member via first-class mail. For each Class Notice that is returned as undeliverable
19 before the Response Deadline, the Settlement Administrator shall promptly attempt to determine a
20 correct address using its best efforts and shall resend the notice to any new address determined
21 thereby.

22 64. Participation in the Settlement and Calculation of Settlement Shares.

23 Class Members are not required to file claims in order to be eligible to participate in this
24 Settlement and receive their Settlement Share. In accordance with the formulas set forth below,
25 \$716,820 shall be paid to Participating Class Members. Of this amount, \$704,320 shall be distributed
26 to all Participating Class Members, and \$12,500 shall be distributed to PAGA Group Members. The
27 amount of each Participating Class Member's Settlement Share and each PAGA Group Member's
28 PAGA Payment Share shall be determined by the Settlement Administrator as follows:

1 (i) Class Members.

2 The Individual Class Workweeks worked during the Class Period by each
3 Participating Class Member will be divided by the total Workweeks worked by all
4 Participating Class Members during the Class Period, resulting in a payment ratio for
5 each Participating Class Member. Each Participating Class Member's payment ratio
6 is then multiplied by the portion of the Net Settlement Amount allocated to the Class
7 to determine his or her individual Participating Class Member Settlement Share.

8 (ii) PAGA Group Members.

9 The Individual PAGA Pay Periods worked during the PAGA Period by each PAGA
10 Group Member will be divided by the total PAGA Pay Periods worked by all PAGA
11 Group Members during the PAGA Period, resulting in a payment ratio for each PAGA
12 Group Member. Each PAGA Group Member's payment ratio is then multiplied by
13 the \$12,500 allocated to the PAGA Group Members to determine his or her PAGA
14 Payment Share. Each PAGA Group Member's PAGA Payment Share shall be paid in
15 addition to any Participating Class Member payment to which the PAGA Group
16 Member may be entitled.

17 The Settlement Administrator shall pay to each Participating Class Member his or her
18 Settlement Share and to each PAGA Group Member his or her PAGA Payment Share. The
19 Settlement Administrator shall pay each Settlement Share by sending a check in the appropriate
20 amount after withholdings to the Participating Class Member at the address indicated in the Class
21 List. The Settlement Administrator shall pay each PAGA Payment Share by sending a check in the
22 appropriate amount to the PAGA Group Member at the address indicated in the Class List. Such
23 payment shall be sent by the Settlement Administrator via U.S. Mail within fourteen (14) calendar
24 days of its receipt of the Maximum Settlement Amount from Defendants, or within fourteen (14)
25 calendar days of the Effective Date, whichever is later.

26 65. Procedures for Challenges.

27 A Class Member may, before the Response Deadline, dispute the amount of his or her
28 Settlement Share, and the data used to calculate it, by timely sending a written notice to the Settlement

1 Administrator informing the Settlement Administrator of the nature of the dispute and providing any
2 records or documentation supporting their position. In response to such a challenge, Defendants will
3 first verify the accuracy of the information contained in its records. Next, Class Counsel and Defense
4 Counsel will make a good faith effort to resolve the dispute informally. If Class Counsel and Defense
5 Counsel are unable to agree, the dispute shall be resolved by the Settlement Administrator after
6 examination of the records provided by the Settlement Class Member and Defendants. The
7 Settlement Administrator's determination will be final and binding.

8 If, before the Response Deadline, an individual not previously identified in the Class List
9 asserts his or her membership in the Settlement Class and seeks recovery under the Settlement, the
10 Settlement Administrator shall provide Class Counsel and Defense Counsel with the evidence
11 submitted by the individual. To be eligible for recovery under this Settlement, individuals must
12 provide sufficient proof to the Settlement Administrator supporting his or her request for inclusion,
13 including specific evidence establishing that he or she qualifies as a Settlement Class Member as
14 defined herein. If Class Counsel and Defense Counsel agree an individual is not a Settlement Class
15 Member, the Settlement Administrator will inform the individual that their request for inclusion has
16 been rejected. If Class Counsel and Defense Counsel are unable to agree, the dispute shall be resolved
17 by the Settlement Administrator after examination of the records provided by the Settlement Class
18 Member and Defendants. In the event the Settlement Administrator is unable to resolve the dispute
19 to the satisfaction of the Class Counsel and Defense Counsel, then the Parties will submit the dispute
20 to the Court for resolution at Final Approval.

21 **G. EXCLUSIONS, OBJECTIONS AND BINDING EFFECT OF SETTLEMENT.**

22 66. Right of Class Members to Opt-Out of Settlement.

23 The Class Notice will advise each Class Member of their right exclude themselves or opt-out
24 of the Settlement. To be effective, requests for exclusion must (a) be submitted in writing to the
25 Settlement Administrator, postmarked before the Response Deadline (i.e., no later than 45 calendar
26 days from the date of mailing of the Class Notice), (b) contain the individual's first and last name,
27 current home (or mailing address), and the last four digits of his or her social security number, and
28 (c) include written affirmation of his or her desire to exclude themselves containing the following or

1 substantially similar language:

2 “I elect to opt-out of the *Eduardo Morales et al. v. Phenix Enterprises, Inc., et*
3 *al* class action settlement. I understand that by doing so, I will not be able to
4 participate in the settlement, and will not receive a share of the settlement.”

5 The Settlement Administrator shall email copies of any Opt-Outs received to all counsel
6 within 48 hours of its receipt of same. The Class Notice shall include the specific address to which
7 requests for exclusion must be mailed as well as a summary of the foregoing. Any Class Member
8 who timely requests exclusion from this Settlement shall not have any rights under the Settlement,
9 shall not be entitled to receive a Settlement Share, shall not be bound by the Settlement or the Order
10 of Final Approval, and shall not have the right to file an objection to the Settlement. Notwithstanding
11 the foregoing, to the extent any Class Member who timely requests exclusion from this Settlement is
12 also a PAGA Group Member, the Class Member will receive his or her PAGA Payment Share and
13 will be bound by the release of the Released PAGA Claims.

14 67. Right of Class Members to Object to Settlement.

15 The Class Notice will advise each Class Member of their right to object to the Settlement. To
16 be effective, objections must (a) be mailed to the Settlement Administrator, postmarked before the
17 Response Deadline (i.e., no later than 45 calendar days from the date of mailing of the Class Notice
18), (b) clearly identify the case name and number, (c) contain the objector’s full name, current home
19 (or mailing address), and the last four digits of his or her social security number, (d) clearly and
20 concisely state all grounds for the objection, (e) indicate whether the objector is represented by
21 counsel and, if so, identify such counsel, (f) indicate whether the objector and/or his or her counsel
22 intend to appear at the Final Approval Hearing, and (g) be signed by the objector or his or her counsel.

23 The Notice will include the specific address to which objections must be mailed as well as a
24 summary of the foregoing. Absent good cause found by the Court, no Class Member may be heard
25 at the Final Approval Hearing unless he or she has complied with these requirements, and any Class
26 Member who fails to comply with these requirements shall be deemed to have waived his or her right
27 to object to the Settlement. To the extent a Class Member timely submits a written objection, they
28 need not appear at the Final Approval Hearing for their objection to be considered by the Court.

1 Nevertheless, a Class Member will not be foreclosed from appearing at the Final Approval Hearing
2 without any formal notice to the Parties and regardless of whether he or she submitted any written
3 objection. Any Class Member whose objection is overruled will be deemed to be a Participating Class
4 Member and subject to the terms of this Settlement and the Court's Order of Final Approval.

5 68. Binding Effect on Participating Class Members.

6 All Participating Class Members will bound by the terms and conditions of this Settlement,
7 the Court's Order of Final Approval, and the releases set forth herein.

8 **H. RELEASES**

9 69. Released Claims.

10 As of the date the Effective Date and upon full funding of the Settlement by
11 Defendants, each Participating Class Member, and without the need to manually sign a release
12 document, in exchange for the consideration recited in this Settlement Agreement, on behalf of
13 himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators,
14 attorneys, agents, and assigns, shall and does hereby fully and finally release the Released Parties
15 from any and all claims, demands, rights, liabilities, and causes of action that were or could have been
16 brought against the Released Parties in the Class Action based on the facts and allegations set forth
17 in the Class Action (the "Released Claims"). The Released Claims includes all causes of action and
18 claims that were alleged in the Class Action or reasonably could have been alleged at any time through
19 the end of the Class Period based on the facts and legal theories contained in the operative complaint,
20 including, but not limited to, all of the following claims for relief:

- 21 (i) All causes of action and claims that were alleged in the Class Action or reasonably
22 could have been alleged based on the facts and legal theories contained in the operative
23 complaint, including, but not limited to, all of the following claims for relief: Failure
24 to Pay Minimum Wages (Labor Code §§ 204, 1194, 1194.2, 1197), Failure to Pay
25 Overtime Compensation (Labor Code §§ 510, 1194, 1198), Failure to Provide Meal
26 Breaks (Labor Code §§ 226.7, 512), Failure to Authorize and Permit Rest Breaks
27 (Labor Code § 226.7), Failure to Provide Cool-Down Rest Periods (Labor Code §§
28 226, 226.7, 512, 518, 558, 1198), Failure to Indemnify Necessary Business Expenses

(Labor Code § 2802), Failure to Timely Pay Final Wages at Termination (Labor Code §§ 201-203), Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226), Unfair Business Practices (Bus. & Prof. Code § 17200 *et seq.*), Civil Penalties Under Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*), claims for restitution and other equitable relief, liquidated damages, civil penalties, statutory penalties, punitive damages, waiting time penalties, interest, as well as all similar provisions under the Fair Labor Standards Act, including 29 U.S.C. sections 206, 207, and 216, and the National Labor Relations Act. Additionally, to effectuate a release of all claims under the Fair Labor Standards Act, each Settlement check issued to Participating Class Members shall state on its back, "By accepting this payment I agree I have chosen to participate in the Settlement of the Action and waive and release all claims under the Fair Labor Standards Act." Participating Class Members who cash their Settlement checks are deemed to have waived all Released Claims inclusive of claims under the Fair Labor Standards Act during the Class Period. Participating Class Members who do not cash their Settlement checks shall be deemed to have waived all Released Claims except for claims under the Fair Labor Standards Act.

(ii) Participating Class Members who are former employees of Defendants and/or Phenix Truck Body Management and who participate in the Settlement and receive a payment thereunder shall, by virtue of the same, release any Labor Code section 203 claims for failure to pay wages due and owing at the end of employment based upon the claims set forth above in Paragraph 69.

70. Released PAGA Claims.

As of the date the Effective Date and upon full funding of the Settlement by Defendants, Plaintiffs, acting as agents and proxies of the Labor and Workforce Development Agency, on behalf of themselves and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, and each PAGA Group Member, without the need to manually sign a release document and in exchange for the consideration received in this Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors,

1 administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release Released
2 Parties from any and all claims, demands, rights, liabilities, and causes of action that were or could
3 have been brought against the Released Parties in the Class Action for civil penalties pursuant to the
4 PAGA that were alleged or could have been alleged at any time through the end of the PAGA Period
5 under the Labor Code, state or local wage and hour laws and Wage Orders, whether known or
6 unknown, based on the facts and legal theories contained in the Class Action, including but not limited
7 to (a) failure to pay minimum wages; (b) failure to pay overtime compensation; (c) failure to provide
8 meal periods or compensation in lieu thereof; (d) failure to provide rest periods or compensation in
9 lieu thereof; (e) failure to pay timely pay wages upon termination or resignation; (f) failure to
10 reimburse necessary business expenses; (g) failure to provide complete, accurate wage statements;
11 (h) failure to timely pay all wages that could have been premised on the claims, causes of action or
12 legal theories of relief described above or any of the claims, causes of action or legal theories of relief
13 pleaded in the operative complaint (the "PAGA Released Claims"). PAGA Group Members cannot
14 opt out of or object to the foregoing release of PAGA Released Claims.

15 71. Plaintiffs' General Release.

16 As of the Effective Date, in exchange for the consideration set forth in this Settlement
17 Agreement, Plaintiffs Oliva and Morales shall release all claims against Defendants related to
18 Plaintiffs' employment, including all claims alleged in the Class Action, and be bound by a Civil
19 Code Section 1542 release and waiver of all claims known and unknown, without exception, except
20 as may be prohibited by law. This specifically excludes claims for unemployment insurance,
21 disability, social security, and workers' compensation (except for claims pursuant to California Labor
22 Code Sections 132a and 4553). Section 1542 of the Civil Code provides:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
24 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST
25 IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE THAT,
26 IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS
27 OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

28 Plaintiffs Morales and Oliva each hereby acknowledge that they may hereafter discover

1 claims or facts in addition to or different from those which Plaintiffs now know or believe to exist
2 with respect to the subject matter of this General Release and which, if known or suspected at the
3 time of executing this General Release, may have materially affected this Settlement. Nonetheless,
4 Plaintiffs Morales and Oliva each hereby waive any right, claim or cause of action that might arise as
5 a result of such different or additional claims or facts. Plaintiffs Morales and Oliva each acknowledge
6 that they understand the significance and consequence of such release and such specific waiver of
7 Section 1542.

8 72. No Publicity.

9 The Parties and their counsel agree that they will not issue any press releases, initiate any
10 contact with the press, respond to any press inquiry or have any communications with the press about
11 the facts, amount or terms of the Settlement. Plaintiffs and Class Counsel further agree to keep the
12 terms of the Settlement confidential prior to filing the Motion for Preliminary Approval.

13 73. No Admission of Liability.

14 Defendants deny that they have engaged in any unlawful activity, have failed to comply with
15 the law in any respect, or have any liability to anyone arising out of the claims asserted in the Class
16 Action. This Settlement is entered into solely for the purpose of compromising highly disputed
17 claims. Nothing in this Settlement is intended or will be construed as an admission of liability or
18 wrongdoing by Defendants or an admission by Plaintiffs that any of their claims were non-meritorious
19 or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiffs
20 and Defendants were willing to settle the Class Action will have no bearing on, and will not be
21 admissible in connection with, any litigation (other than solely in connection with the Settlement).

22 **I. FINAL SETTLEMENT APPROVAL.**

23 74. A Final Approval Hearing shall be held for the purpose of considering, *inter alia*, (a)
24 the fairness, adequacy, and reasonableness of the Settlement, (b) the Service Payments to Plaintiffs,
25 (c) the fees and costs of Class Counsel, (d) the fees and costs to the Settlement Administrator, (e) the
26 payment to the LWDA, and (f) the propriety of any timely objections, as well as the responses of
27 Class Counsel and Defense Counsel thereto. The date of the Final Approval Hearing shall be set by
28 the Court, and notice of such shall be provided to Class Members in the Class Notice. Although the

1 Court may continue the Final Approval Hearing without further notice to the Settlement Class
 2 Members, the Settlement Administrator's website will be updated to provide this information.

3 Upon final approval of the Settlement, the Parties will respectfully request the Court
 4 enter an Order of Final Approval:

- 5 (i) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and
 6 adequate, and directing consummation of its terms and provisions;
- 7 (ii) Approving payment to the Settlement Administrator;
- 8 (iii) Approving the Service Payments to the Plaintiffs for their service as Class
 9 Representatives;
- 10 (iv) Approving Class Counsel's application for fees and costs;
- 11 (v) Entitling Defendants to enjoin and restrain Participating Class Members from and
 12 against initiating or pursuing against Defendants any individual, representative, or
 13 class claims released by this Settlement;
- 14 (vi) Entering judgment in this Class Action consistent with the terms of this Settlement
 15 ("Judgment"); and
- 16 (vii) Retaining jurisdiction to the extent necessary over the subject matter of the Class
 17 Action and over the Parties and Settlement Class Members to enforce the terms of the
 18 Settlement.

19 75. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.

20 If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other
 21 motion, petition, writ, or application, the reviewing court vacates, reverses, or modifies the Judgment
 22 such that there is a material modification to the Settlement, and that court's decision is not completely
 23 reversed and the Judgment is not fully affirmed on review by a higher court, then any Party will have
 24 the right to void the Settlement, which the Party must do by giving written notice to the other Parties,
 25 the reviewing court, and the Superior Court, not later than fourteen (14) days after the reviewing
 26 court's decision vacating, reversing, or materially modifying the Judgment becomes final. For the
 27 purposes of this paragraph, a "material change" is a change to the terms outlined in this Settlement.
 28 A vacation, reversal, or modification of the Court's award of the Service Payments, the Class Counsel

1 Fees, or the Class Counsel Costs will not constitute a vacation, reversal, or material modification of
2 the Judgment within the meaning of this paragraph.

3 **J. TERMINATION OF THE SETTLEMENT.**

4 76. Grounds for Termination of the Settlement.

5 If the Court ultimately does not grant final approval of the Settlement or grants final approval
6 conditioned on any material change to the Settlement that is not agreed to by one of the Parties, then
7 any Party will have the right to void the Settlement. If the Settlement is voided in this manner, the
8 Parties will have no further obligations under the Settlement, including any obligation by Defendants
9 to pay any amounts that otherwise would have been payable under this Settlement, except that the
10 voiding Party will pay the Settlement Administrator's reasonable fees and expenses incurred as of
11 the date that the Party exercises the right to void the Settlement under this paragraph. For the purposes
12 of this paragraph, a "material change" is a change to the terms outlined in this Settlement. However,
13 an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the
14 Service Payments, Class Counsel Fees, and/or Class Counsel Costs will not constitute a material
15 change to the Settlement within the meaning of this paragraph.

16 77. Defendants' Right to Terminate the Settlement.

17 Notwithstanding any other provision in this Settlement, if more than five percent (5%) of the
18 Class Members opt-out of the Settlement, Defendants shall have the right, in their sole discretion, to
19 rescind, nullify, and terminate the Settlement within 15 calendar days after the expiration of the
20 Response Period. The Settlement Administrator shall notify Defense Counsel and Class Counsel via
21 email immediately, and no later than three calendar days after expiration of the Response Period, if
22 the five percent (5%) threshold for opt-outs is exceeded. If Defendants exercise this right, however,
23 they shall be responsible for the reasonable fees and costs of the Settlement Administrator to that
24 point.

25 **K. MISCELLANEOUS TERMS.**

26 78. Mutual Cooperation.

27 The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement
28 Agreement, including but not limited to, executing and amending such documents and taking such

1 other actions as may reasonably be necessary to implement the terms of this Settlement Agreement.
2 The Parties shall use their best efforts, including all efforts contemplated by this Settlement
3 Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to
4 effectuate this Settlement Agreement and the terms set forth herein. None of the Parties, nor their
5 counsel, employees, or agents, shall solicit or encourage any Settlement Class Member to exclude
6 themselves from the Settlement or object to the Settlement.

7 79. Modification.

8 This Settlement Agreement may not be changed, altered, or modified, except in writing and
9 signed by counsel for the Parties, and approved by the Court, provided however that changes solely
10 to the timing and deadlines herein may be made for administrative convenience by written agreement
11 of counsel for all Parties without the Court's approval. This Settlement Agreement may not be
12 discharged except by performance in accordance with its terms or by a writing signed by the Parties
13 hereto and approved by the California superior court or this Court.

14 80. Integration Clause.

15 This Settlement Agreement contains the entire agreement between the Parties relating to the
16 settlement of the Class Action and the transaction contemplated hereby, and all prior or
17 contemporaneous agreements, understandings, representations, and statements, whether oral or
18 written and whether by a party or such party's legal counsel, are merged herein. In entering into this
19 Settlement Agreement, none of the Parties has relied on any representation or promise not expressly
20 set forth in this Settlement Agreement. No rights hereunder may be waived except in writing.

21 81. Class Counsel Signatories.

22 It is agreed that because of the anticipated large number of Participating Class Members, it
23 will be impossible or impractical to have each Participating Class Member execute this Settlement
24 Agreement. As such, Class Counsel is signing on behalf of the Participating Class Members. In
25 addition, the Class Notice will advise Settlement Class Members of the binding nature of the
26 Settlement, and their right to Opt-Out and/or object, and shall have the same force and effect as if it
27 were executed individually by each Participating Class Member.

82. Interim Stay of Proceedings.

Pending the completion of the approval process, the Parties agree to a stay of all proceedings in the Class Action except those necessary to implement the Settlement itself.

83. Notices.

Any notices, requests, demands, or other communications required or necessitated by this Settlement Agreement shall be in writing and, except as provided elsewhere in this Settlement Agreement, shall be delivered as follows:

<u>Class Counsel:</u>	<u>Defense Counsel:</u>
MOORADIAN LAW, APC Zorik Mooradian zorik@mooradianlaw.com Haik Hacopian haik@mooradianlaw.com 24007 Ventura Blvd., Suite 210 Calabasas, CA 91302 BOKHOUR LAW GROUP, P.C. Mehrdad Bokhour mehrdad@bokhourlaw.com 1901 Avenue of the Stars, Suite 920 Los Angeles, CA 90067 FALAKASSA LAW, P.C. Joshua S. Falakassa josh@falakassalaw.com 1901 Avenue of the Stars, Suite 920 Los Angeles, CA 90067	JEFFER MANGELS BUTLER & MITCHELL LLP R. Scott Brink rsb@jmbm.com Brianna Frazier Earley bfrazierearley@jmbm.com 1900 Avenue of the Stars, 7 th Floor Los Angeles, CA 90067

84. Resolution of Disputes Arising from Preparation of Settlement Agreement.

Should the Parties be unable to resolve disputes regarding the preparation of this Settlement Agreement informally, the Parties agree to seek the guidance of their mediator, Jeffrey P. Fuchsman, Esq.

85. Retention of Jurisdiction by the Court.

Following approval of the Settlement and the Court's entry of the Order of Final Approval, the Court shall retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 and

1 California Rule of Court 3.769(h) for the purpose of addressing any issues which may arise with
2 respect to the administration of the Settlement or the enforcement of the Settlement's terms.

3 86. Choice of Law.

4 This Settlement shall be governed by and construed, enforced and administered in
5 accordance with the laws of the State of California.

6 87. Construction.

7 This Settlement Agreement is entered into freely and voluntarily without duress or undue
8 pressure or influence of any kind or nature whatsoever and none of the Parties have relied on any
9 promises, representations or warranties regarding the subject matter hereof other than as set forth in
10 this Settlement Agreement. Each Party has been represented by counsel in the settlement
11 negotiations leading up to, and in connection with, the preparation and execution of this Settlement
12 Agreement. The Parties acknowledge and agree that all Parties had an equal hand in drafting this
13 Settlement Agreement so that it shall not be deemed to have been prepared or drafted by one Party
14 or another. All Parties waive the provisions of California Civil Code section 1654 (and any other
15 equivalent state, federal, or local provision), which provides, in part, that "the language of a contract
16 should be interpreted most strongly against the Party who caused the uncertainty to exist."

17 88. Execution in Counterparts.

18 This Settlement Agreement may be executed in counterparts, each of which shall be deemed
19 an original, and all of which together shall constitute one and the same instrument. Any signature
20 to this Settlement Agreement transmitted by facsimile or electronic mail and any copies of any
21 signatures are valid and binding.

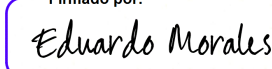
22 89. Authority.

23 The individuals signing this Settlement Agreement represent and warrant that they are
24 authorized to do so. Those individuals likewise represent and warrant that they have the authority
25 to execute this Settlement Agreement and to take all appropriate action required and permitted to be
26 taken by this Settlement Agreement, except such action that is the prerogative of the Court.

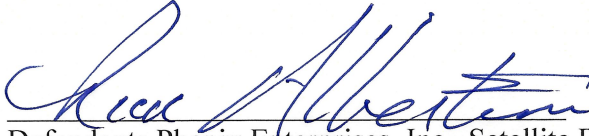
1 DATED: May __, 2025

Plaintiff Jose Olivia

2
3 DATED: May __, 2025
4 5/23/2025

Firmado por:

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Plaintiff Eduardo Morales

5
6 DATED: May 5, 2025


Defendants Phenix Enterprises, Inc., Satellite Body,
Inc., and Safe Vehicle Systems, Inc.
By: RIK ALBERTINI
Its: CEO

1 DATED: May __, 2025

BOKHOUR LAW GROUP, P.C.

4 By: _____

MEHRDAD BOKHOUR

Attorneys for Plaintiffs

7 DATED: May __, 2025

FALAKASSA LAW, P.C.

10 By: _____

MEHRDAD BOKHOUR

Attorneys for Plaintiffs

13 DATED: May __, 2025
5/23/2025

MOORADIAN LAW, APC

16 By: _____

Signed by:

HAIK HACOPIAN

ZORIK MOORADIAN

HAIK HACOPIAN

Attorneys for Plaintiffs

19 DATED: May 5, 2025

JEFFER MANGELS BUTLER & MITCHELL LLP

22 By: _____



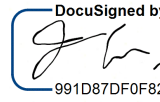
R. SCOTT BRINK

BRIANNA FRAZIER EARLEY

Attorneys for Phenix Enterprises, Inc., Satellite
Body, Inc., and Safe Vehicle Systems, Inc.

5/6/2025

DATED: May __, 2025

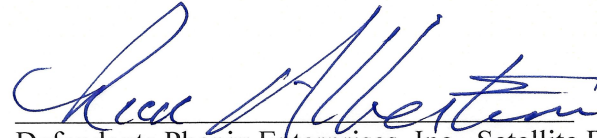
DocuSigned by:

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Plaintiff Jose Olivia

DATED: May __, 2025

Plaintiff Eduardo Morales

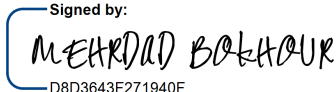
DATED: May 5, 2025


Defendants Phenix Enterprises, Inc., Satellite Body,
Inc., and Safe Vehicle Systems, Inc.
By: RIK ALBERTINI
Its: CEO

5/6/2025

DATED: May __, 2025

BOKHOUR LAW GROUP, P.C.

By: 
MEHRDAD BOKHOUR
Attorneys for Plaintiffs

5/6/2025

DATED: May __, 2025

FALAKASSA LAW, P.C.

By: 
MEHRDAD BOKHOUR
Attorneys for Plaintiffs

DATED: May __, 2025

MOORADIAN LAW, APC

By:
ZORIK MOORADIAN
HAIK HACOPIAN
Attorneys for Plaintiffs

DATED: May 5, 2025

JEFFER MANGELS BUTLER & MITCHELL LLP

By: 
R. SCOTT BRINK
BRIANNA FRAZIER EARLEY
Attorneys for Phenix Enterprises, Inc., Satellite
Body, Inc., and Safe Vehicle Systems, Inc.

NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND HEARING DATE
FOR COURT APPROVAL

Eduardo Morales, et al. v. Phenix Enterprises, Inc., et al.
Los Angeles County Superior Court Case No. 23STCV06594

As a current or former non-exempt employee who worked for Phenix Enterprises, Inc., Satellite Body, Inc., Safe Vehicle Systems, Inc. and/or Phenix Truck Body Management in California at any time from March 24, 2019 through February 23, 2025, 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 and representative action settlement of \$1,221,480 (the "**Settlement**") has been reached between Plaintiff Eduardo Morales and Plaintiff Jose Oliva ("**Plaintiffs**" or "**Representative Plaintiffs**" or "**Class Representatives**") and Defendant Phenix Enterprises, Inc., Defendant Satellite Body, Inc., and Defendant Safe Vehicle Systems, Inc. ("**Defendants**") on behalf of individuals who worked for Defendants and/or Phenix Truck Body Management as non-exempt, hourly employees in California at any time from March 24, 2019 through February 23, 2025 (the "**Class Members**" or the "**Class**").
- The Settlement resolves the class and representative action lawsuit entitled *Eduardo Morales, Jose Oliva, individually and on behalf of other persons similarly situated and similarly aggrieved employees, v. Phenix Enterprises, Inc., et al.*, Los Angeles County Superior Court Case No. 23STCV06594 ("**Lawsuit**"), wherein Plaintiffs allege various wage and hour violations. The Settlement also avoids the costs and risks from continuing the Lawsuit, provides for payments to the Class, and releases Defendants and Phenix Truck Body Management (jointly "**Phenix**") from alleged liability.
- The Court has not made a determination of the validity of the claims in the Lawsuit. Defendants have denied and continue to deny all of the claims and allegations alleged in the Lawsuit and contend that at all relevant times they complied with applicable laws.
- This Settlement will be used to settle claims of all Class Members. The amount of Class Members' individual settlements will be determined by the number of weeks they performed paid work for Phenix as a non-exempt employee ("**Workweeks**") during the period from March 24, 2019 through February 23, 2025 (the "**Class Period**").
- Lawyers for the Class Members ("**Class Counsel**") will be asking the Court to award up to \$407,160.00 to be paid out of the Settlement (*i.e.*, one-third of the total Settlement) as attorneys' fees for investigating the facts, litigating the case, and negotiating the Settlement, as well as litigation costs and expenses, not to exceed \$40,000, incurred during the case. Class Counsel also will ask the Court to approve: (1) a \$10,000 incentive award to Plaintiff Eduardo Morales and a \$10,000 incentive award to Plaintiff Jose Oliva who assisted in litigating this case for the benefit of all Class Members; (2) a \$37,500 payment to the California Labor and Workforce Development

Agency (“**LWDA**”); and (3) up to a maximum of \$10,000 to the Settlement Administrator for costs incurred in administering this Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
You Don’t Have to Do Anything to Participate in the Settlement	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, 11 and 12, below). If you do not agree with the number of Workweeks allotted 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).
You Can Opt-out of the Class Settlement	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 Phenix except the PAGA Released Claims and you will receive no payment from this Settlement, except your share of PAGA civil penalties to the extent you are entitled to them. (See Sections 10, 12 and 13, below).
Participating Class Members Can Object to the Class Settlement	Any Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to grant final approval of the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Lawsuit on behalf of the Class Members. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. (See Section 16, below). 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 worked for Phenix in California as a non-exempt, hourly employee at some point during the period of time from March 24, 2019 through February 23, 2025 (*See Section 6, below*).

You were sent this Class Notice because you have a right to know about a proposed settlement involving this Lawsuit and about all of your options before the Court decides whether to grant final approval of 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 Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

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

2. What is this Lawsuit about?

On March 24, 2023, Plaintiff Eduardo Morales filed a class action complaint in the Los Angeles County Superior Court (Case No. 23STCV06594) against Defendants, on his own behalf and on behalf of other persons. Thereafter, Plaintiff Jose Oliva filed a separate class action lawsuit.

On June 17, 2024, the operative Consolidated Complaint – Class and Representative Action was filed by Plaintiffs which asserts the following causes of action: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Wages; (4) Failure to Timely Pay Wages at Termination/Separation; (5) Failure to Timely Pay Vacation Wages at Termination; (6) Failure to Provide Accurate Wage Statements; (7) Failure to Reimburse Business Expenses; (8) Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, et seq.; and (9) Penalties Pursuant to Private Attorneys General Act (“PAGA”) in accordance with the required notices communicated by Plaintiffs to the LWDA and Defendants.

Defendants have vigorously denied and defended against the allegations in the Lawsuit, asserting that they have paid their employees properly and 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 the Lawsuit was filed, there has been an ongoing investigation, and information exchanged. Plaintiffs and Defendants have participated in mediations with highly respected neutral mediators. Subsequently, Plaintiffs and Defendants have 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 grant final approval of the Settlement at the Final Approval Hearing scheduled for **[INSERT DATE]** at **[REDACTED]**. The Court is located at 312 N. Spring Street, Los Angeles, CA, 90012, in Department SS-17, Judge Laura A. Seigle presiding.

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 laws or are liable for any of the charges made by Plaintiffs. Defendants

deny all of the legal claims alleged in this Lawsuit, 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 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 Class Members except those who have opted out (*i.e.* those individuals that exclude themselves from this Settlement). This Class Notice explains your legal rights, the terms of the Settlement, what you must do to participate in the Settlement, and the amount of money you may get from the Settlement. 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 Class is made up of the following group:

The **Class Members** are defined as:

All persons who worked for Defendants and/or Phenix Truck Body Management as a non-exempt, hourly employee in California at any time from March 24, 2019 through February 23, 2025 (“**Class Period**”).

If you received this Class Notice, you are considered to be a Class Member.

7. Are there exceptions to being included?

You can elect to be excluded from this Settlement by opting out of this Settlement. If you opt out of this Settlement, you will not be a Class Member.

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 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 to ensure that any future correspondence or the settlement payment itself reaches you at your current address.

You do not have to take any action to receive payment under this Settlement.

THE SETTLEMENT BENEFITS—WHAT YOU GET

9. What does the settlement provide?

The Settlement provides that Defendants will pay One Million Two Hundred One Thousand Four Hundred Eighty Dollars (\$1,221,480) (the “**Maximum Settlement Amount**”) to fully resolve the claims being settled and released in

the Lawsuit. Pending Court approval, the Maximum Settlement Amount will be distributed as follows: (1) to the Settlement Administrator for its costs, up to a maximum of Ten Thousand Dollars (\$10,000); (2) to Class Counsel for their legal fees in the Action, including any work they do in the future, up to a maximum of Four Hundred Seven Thousand One Hundred Sixty Dollars (\$407,160), which is one-third (33 1/3%) of the Maximum Settlement Amount; (3) to Class Counsel for their litigation costs and expenses, up to a maximum of Forty Thousand Dollars (\$40,000); (4) to Representative Plaintiffs Eduardo Morales and Jose Oliva as service awards for services they provided on behalf of the Class Members and risk of payment of costs in the event there had been an unfavorable outcome in the Action, up to a maximum of Ten Thousand Dollars (\$10,000) each; (5) to the LWDA, the sum of Thirty Seven Thousand Five Hundred Dollars (\$37,500) as its share of PAGA penalties, (6) the sum of Twelve Thousand Five Hundred Dollars (\$12,500) to PAGA Group Members for their share of PAGA penalties, and (7) the remaining sum, estimated at no less than Six Hundred Ninety Four Thousand Three Hundred Twenty Dollars (\$694,320) (the “**Net Settlement Amount**”) will be distributed entirely to Class Members who qualify to receive payment.

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

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

As a Class Member, you will automatically receive payment if you do not exclude yourself.

Based on Defendants’ records, your total number of Workweeks during the Class Period is: **[NUMBER]**.

The estimated amount you are entitled to receive based on the number of Workweeks indicated above (“**Settlement Share**”) is: **[AMOUNT]**, less taxes.

Your estimated Settlement Share is calculated pursuant to the method set forth below:

The Individual Class Workweeks worked during the Class Period by each Participating Class Member will be divided by the total Workweeks worked by all Participating Class Members during the Class Period, resulting in a payment ratio for each Participating Class Member. Each Participating Class Member’s payment ratio is then multiplied by the portion of the Net Settlement Amount allocated to the Class to determine his or her individual Participating Class Member Settlement Share.

Taxation of your Settlement Share will be as follows:

Twenty Percent (20%) shall be considered wages. Standard payroll deductions shall be taken from this portion. The Settlement Administrator will issue a check and W-2 Form to each Participating Class Member for this portion of the Settlement Share.

Eighty Percent (80%) shall be considered interest and penalties. No withholding shall be made on this portion. The Settlement Administrator will issue a second check and IRS Form 1099 for this portion. Any taxes due on the portion of the Settlement Share reported on a Form 1099 shall be the responsibility of the individual Participating Class Member.

The Settlement Administrator shall be responsible for issuing the payments and calculating and withholding all required state and federal taxes.

What if I believe My Workweeks are Wrong? If you wish to challenge the number of Workweeks shown above, you must provide a written statement stating what you believe to be the correct number of Workweeks you worked during the Class Period. You must also include information and/or documents that support your claim that you worked a different number of Workweeks. Defendants’ records will control unless you submit documentation that establishes

otherwise. If there is a dispute about which information is accurate, the Settlement Administrator will resolve the challenge with the assistance of Class Counsel and Defense Counsel. In the event the Settlement Administrator is unable to resolve the dispute to the satisfaction of the disputing Class Member, then the Parties will submit the dispute to the Court for resolution at the Final Approval Hearing.

Your share of PAGA civil penalties: Please note that if you were employed at any time from March 27, 2022 through February 23, 2025 (“**PAGA Period**”), you will additionally be entitled to a proportionate share of the \$12,500 allocated to PAGA civil penalties as a PAGA Group Member (“**PAGA Payment Share**”).

The PAGA Payment Share will be determined by the number of bi-weekly pay periods in which a PAGA Group Member actually performed paid work for Phenix during the PAGA Period as an hourly-paid, non-exempt employee (“**PAGA Pay Period**”). The PAGA Pay Periods worked during the PAGA Period by each PAGA Group Member will be divided by the total PAGA Pay Periods worked by all PAGA Group Members during the PAGA Period, resulting in a payment ratio for each PAGA Group Member. Each PAGA Group Member’s payment ratio is then multiplied by the \$12,500 allocated to the PAGA Group Members to determine his or her PAGA Payment Share.

Class Members who are entitled to a PAGA Payment Share and who exclude themselves from the Settlement will still be paid their PAGA Payment Share under this paragraph. You will be issued a Form 1099 for this payment.

Your estimated PAGA Payment Share based on your [NUMBER] PAGA Pay Periods during the PAGA Period indicated above is: [AMOUNT]. **You will receive a payment for this sum, even if you exclude yourself from this Settlement.**

11. When would I get my payment?

The Court will hold a hearing on [INSERT DATE], to decide whether to grant final approval of the Settlement. If the Court approves the Settlement, there may still be appeals after that 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. *Please be patient.*

If the Court approves the Settlement and if you do not opt out, your payments set forth in Section 10 above are expected to be distributed thereafter.

Uncashed Checks: All checks for Settlement Shares and PAGA Payment Shares shall remain valid and negotiable for 180 days from the date of their issuance. Any checks not cashed during the 180-day period after distribution shall be void, and the Participating Class Member’s release set forth herein shall remain valid. After the 180-day period following distribution, all uncashed funds will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law in the name of the Participating Class Member (sco.ca.gov).

Your payment is expected to be mailed to the address where you received this Class Notice. **If your mailing address changes for any reason, you must promptly notify the Settlement Administrator to ensure that your payments are mailed to your current address.**

12. What am I releasing?

Release As To All Participating Class Members: As of the date the Effective Date and upon full funding of the Settlement by Defendants, each Participating Class Member, and without the need to manually sign a release document, in exchange for the consideration recited in the Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release the Released Parties from any and all claims, demands, rights, liabilities, and causes of action that were or could have been brought against the Released Parties in the Class Action based on the facts and allegations

set forth in the Class Action (the “**Released Claims**”). The Released Claims includes all causes of action and claims that were alleged in the Class Action or reasonably could have been alleged at any time through the end of the Class Period based on the facts and legal theories contained in the operative complaint, including, but not limited to, all of the following claims for relief:

(i) All causes of action and claims that were alleged in the Class Action or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint, including, but not limited to, all of the following claims for relief: Failure to Pay Minimum Wages (Labor Code §§ 204, 1194, 1194.2, 1197), Failure to Pay Overtime Compensation (Labor Code §§ 510, 1194, 1198), Failure to Provide Meal Breaks (Labor Code §§ 226.7, 512), Failure to Authorize and Permit Rest Breaks (Labor Code § 226.7), Failure to Provide Cool-Down Rest Periods (Labor Code §§ 226, 226.7, 512, 518, 558, 1198), Failure to Indemnify Necessary Business Expenses (Labor Code § 2802), Failure to Timely Pay Final Wages at Termination (Labor Code §§ 201-203), Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226), Unfair Business Practices (Bus. & Prof. Code § 17200 *et seq.*), Civil Penalties Under Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*), claims for restitution and other equitable relief, liquidated damages, civil penalties, statutory penalties, punitive damages, waiting time penalties, interest, as well as all similar provisions under the Fair Labor Standards Act, including 29 U.S.C. sections 206, 207, and 216, and the National Labor Relations Act. Additionally, to effectuate a release of all claims under the Fair Labor Standards Act, each Settlement check issued to Participating Class Members shall state on its back, "By accepting this payment I agree I have chosen to participate in the Settlement of the Action and waive and release all claims under the Fair Labor Standards Act." Participating Class Members who cash their Settlement checks are deemed to have waived all Released Claims inclusive of claims under the Fair Labor Standards Act during the Class Period. Participating Class Members who do not cash their Settlement checks shall be deemed to have waived all Released Claims except for claims under the Fair Labor Standards Act.

(ii) Participating Class Members who are former employees of Defendants and/or Phenix Truck Body Management and who participate in the Settlement and receive a payment thereunder shall, by virtue of the same, release any Labor Code section 203 claims for failure to pay wages due and owing at the end of employment based upon the claims set forth above.

Release As To All PAGA Group Members: As of the date the Effective Date and upon full funding of the Settlement by Defendants, Plaintiffs, acting as agents and proxies of the Labor and Workforce Development Agency, on behalf of themselves and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, and each PAGA Group Member, without the need to manually sign a release document and in exchange for the consideration received in the Settlement Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release Released Parties from any and all claims, demands, rights, liabilities, and causes of action that were or could have been brought against the Released Parties in the Class Action for civil penalties pursuant to the PAGA that were alleged or could have been alleged at any time through the end of the PAGA Period under the Labor Code, state or local wage and hour laws and Wage Orders, whether known or unknown, based on the facts and legal theories contained in the Class Action, including but not limited to (a) failure to pay minimum wages; (b) failure to pay overtime compensation; (c) failure to provide meal periods or compensation in lieu thereof; (d) failure to provide rest periods or compensation in lieu thereof; (e) failure to pay timely pay wages upon termination or resignation; (f) failure to reimburse necessary business expenses; (g) failure to provide complete, accurate wage statements; (h) failure to timely pay all wages that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint (the “PAGA Released Claims”). PAGA Group Members cannot opt out of or object to the foregoing release of PAGA Released Claims.

“**Effective Date**” is a condition of performance of the obligations under the Settlement. If no timely objections are filed or if all objections are withdrawn, funding of the settlement shall be within sixty (60) calendar days after the date upon which the Court enters an Order granting Final Approval of the Settlement. If an objection is filed and not withdrawn, funding of the settlement shall be within sixty (60) calendar days after the date for filing an appeal and no such appeal being filed. If any timely appeals are filed, funding of the settlement shall be within sixty (60) calendar days after the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

“Released Parties” means: Defendants and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates, including, without limitation, Phenix Truck Body Management.

HOW YOU OPT OUT

13. How can I opt out of this Settlement?

If you do not want to remain a member of the Class, you may opt out of the class action Settlement by mailing a written request for exclusion to the Settlement Administrator, Phoenix Settlement Administrators, postmarked no later than **[INSERT DATE]**. The request for exclusion must be submitted in writing in any form you choose but must be signed by you and must include your full name, current home (or mailing) address, the 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 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, except for your share of PAGA civil penalties described in Section 10 above, to the extent you are entitled to one.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

To represent you and other Class Members in this action, the Court has appointed Zorik Mooradian and Haik Hacopian of Mooradian Law, APC, Mehrdad Bokhour of Bokhour Law, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. These lawyers are called Class Counsel. They will be compensated from the Maximum 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 \$407,160 to them for attorneys’ fees, or one-third (33 1/3%) of the Maximum 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 \$40,000. Defendants have agreed not to oppose Class Counsel’s application for these fees and costs. The Court may choose to award less than the amounts 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 appear at the Final Approval Hearing to present any objection you may have to the Settlement, regardless of whether you submit a written objection in advance. You may object to the Settlement either personally or through an attorney. To the extent you wish to submit a written objection, you are strongly encouraged to do so by timely mailing a written notice that you are objecting to the Settlement Administrator (Phoenix Settlement Administrators) postmarked no later than **[INSERT DATE]**. If you submit a written objection by the deadline and in compliance with this paragraph, you are not required to appear in person at the Final Approval Hearing for your objection to be considered by the Court. In order for your objection (written or otherwise) to be considered, you must not have opted out. The Final Approval Hearing is presently set for **[date]** at **[time]**. If you have not opted out, you may appear, personally or through an

attorney, 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 no later than fifteen (15) days prior to the Final Approval Hearing.

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

- Your full name;
- Your current home (or mailing) address;
- The last four digits of your Social Security number;
- The case name and number (*Phenix Class Action – LASC Case No. 23STCV06594*);
- All grounds for the objection(s);
- Whether you are represented by counsel, and, if so, the identity of your counsel; and
- Whether you and/or your counsel intend to appear at the Final Approval Hearing.

If you object to the Settlement and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as a Class Member who does not object. You will also receive a settlement payment, as set forth in Section 10 above.

THE COURT'S FINAL APPROVAL 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. If you have submitted a written objection by the deadline and in compliance with this paragraph, you are not required to appear in person at the Final Approval Hearing for your objection to be considered by the Court.

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

The Court will hold a Final Approval Hearing at [redacted] on [redacted], 2025, at the Los Angeles County Superior Court - Spring Street Courthouse, Dept. SS-17, Judge Laura A. Seigle presiding, 312 N. Spring Street, Los Angeles, CA 90012. 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 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 Final Approval Hearing may change without formal notice to you and any change will be posted on the Settlement Administrator's general website at [redacted], which you should check periodically.

18. Do I have to come to the hearing?

No. Class Counsel will represent the Participating 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.

Should you choose to appear at the Final Approval Hearing, you may appear remotely. To do so, you may arrange an appearance, instructions for which are available at the Court website (<https://my.lacourt.org/laccwelcome>). You may need to download the necessary application/program and pass technical validations for your hardware.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will receive your settlement payment. As set forth in Section 12 above, you will remain a member of the Class and will be bound by all the terms of the Settlement Agreement, including the Release of Claims.

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 the Settlement Administrator. You may also go to the LASC website at <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access/> and enter the case number (23STCV06594) to electronically access all publicly filed documents in the Lawsuit. Please note that fees may be charged for retrieval of any documents. You may also access important case documents, including the Final Judgment if the Court grants final approval, on the Settlement Administrator's website at [\[website\]](#).

THE SETTLEMENT ADMINISTRATOR FOR THE SETTLEMENT IS:	CLASS COUNSEL	ATTORNEYS FOR DEFENDANTS ("DEFENSE COUNSEL")
Phoenix Settlement Administrators [CONTACT/WEBSITE]	Zorik Mooradian zorik@mooradianlaw.com Haik Hacopian haik@mooradianlaw.com MOORADIAN LAW, APC 24007 Ventura Blvd., Suite 210 Calabasas, California 91302 Telephone: (818) 487-1998 Fax: (888) 783-1030 Mehrdad Bokhour mehrdad@bokhourlaw.com BOKHOUR LAW GROUP, P.C. 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (310) 975-1493 Fax: (310) 675-0861 Joshua S. Falakassa josh@falakassalaw.com FALAKASSA LAW, P.C. 1901 Avenue of the Stars, Suite 450 Los Angeles, California 90067 Tel: (818) 456-6168 Fax: (888) 505-0868	R. Scott Brink rsb@jmbm.com Jeffer Mangels Butler & Mitchell, LLP 1900 Avenue of the Stars, 7th Floor Los Angeles, California 90067 Telephone: (310) 203-8080 Fax: (310) 203-0567

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS 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 this Lawsuit. You received this Notice to help you decide what steps, if any, to take about this Lawsuit.

Exhibit “2” – Plaintiff Morales’ PAGA Notice

MOORADIAN LAW, APC
24007 Ventura Boulevard, Suite 210
Calabasas, California 91302
Mooradianlaw.com
Telephone 1-818-487-1998
Facsimile 1-888-783-1030

HAIK HACOPIAN

E-mail: haik@mooradianlaw.com

MARCH 27, 2023

VIA USPS CERTIFIED MAIL

Phenix Transportation, Inc.
1785 Mount Vernon Ave.
Pomona, CA 91768
7019 0700 0002 2582 8304

Satellite Body, Inc.
1785 Mount Vernon Ave.
Pomona, CA 91768
7019 0160 0000 9187 4755

Safe Vehicle Systems, Inc.
1785 Mount Vernon Ave.
Pomona, CA 91768
7019 0160 0000 9187 4748

OnePayHR, LLC
315 5th Street N.W.
Albuquerque, NM 87102
7021 1970 0001 7314 4692

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
www.dir.ca.gov

Re: *California Wage & Hour Violations*
Phenix Transportation, Inc., Satellite Body, Inc.,
Safe Vehicle Systems, Inc., and OnePayHR, LLC

To Whom It May Concern:

This office represents Eduardo Morales with respect to Private Attorneys General Act (“PAGA”) claims that he intends to pursue against Phenix Transportation, Inc., Satellite Body, Inc., Safe Vehicle Systems, Inc., and OnePayHR, LLC (“Employers”) based upon their illegal wage and hour practices in the State of California as to their non-exempt employees. This letter constitutes the notice required by Labor Code Section 2699.3.

Facts

Employers are engaged in the business of truck body and van equipment manufacturing and distribution. Mr. Morales worked as a non-exempt hourly employee of Employers. Employers employ numerous non-exempt, hourly paid employees such as Mr. Morales in California. Unfortunately, Employers have engaged in the following practices:

EXHIBIT "2"

Failure to Pay Wages

Employers failed to pay employees for all hours worked, including any overtime. This includes rounding practices and time that was considered off-the-clock by Employers. Additionally, employees also did not receive net 30-minute meal breaks on account of the clocking out and clocking process and other factors. Moreover, Employers did not factor in non-discretionary bonus payments, such as attendance and incentive payments, into employees' regular rate of compensation for correct calculation of overtime and double-time wage rates.

The above practices resulted in the underpayment of wages to employees, including underpayment of overtime and double-time to the extent applicable.

Failure to Provide COVID-19 Supplemental Paid Sick Leave

Employers, as a private employer with 26 or more employees, was required to provide COVID-19 Supplemental Paid Sick Leave to employees who were unable to work or telework due to various reasons including: being subject to a quarantine or isolation period related to COVID-19, being advised by a healthcare provider to quarantine due to COVID-19, experiencing COVID-19 symptoms and seeking a medical diagnosis, caring for a family member who was subject to quarantine or isolation due to COVID-19, or attending a vaccine appointment or unable to work due to vaccine-related side effects. Employers, however, failed to provide employees with supplemental paid sick leave.

Meal Breaks

Employers engage in the practice of not allowing mandated meal breaks and not compensating employees for any missed, late, or short meal breaks. Employees did not receive premium pay for any missed, late, or short meal period. Notably, meal breaks were not at least a net thirty (30) minutes in duration on account of the clock in and out process and other factors. Employers also implemented an auto-deduct that did not result in recordation of meal breaks and did not reflect whether or not a meal break was properly provided.

Rest Breaks

Employers engage in the practice of not allowing mandated rest breaks and not compensating employees for any missed, late, or short rest breaks. Employees did not receive premium pay for these missed rest breaks. Further, Employers maintained the requirement that employees clock out if they left the work premises during rest breaks that resulted in unpaid time.

Waiting Time and Unpaid PTO

At the time of an employees' separation (whether it be by termination or resignation) Employers have failed to provide the employees with all monies owed, including meal break premiums, rest break premiums, and unpaid wages for work performed, including overtime and double-time wages to the extent applicable.

Employers maintained a separate vacation/PTO benefit for employees but Employers did not accrue and pay the PTO benefit in compliance with their written policy. Moreover, vacation wages would be owed to the extent that any unpaid compensation or time worked would need to be factored into the accrual of the vacation benefit. Correspondingly, any vacation balance paid to an employee upon separation would not be full and complete. Notably, in Plaintiff's instances, instead of having his accrued PTO balance paid in addition to his final wages, PTO pay was deducted.

Noncompliant Wage Statements

Employers have adopted a custom and practice of failing to provide wage statements which reflect all hours worked during any pay period, whether or not employees received all wages entitled to, including meal and rest break premiums and sick leave. Also, the wage statements did not correctly identify the employer as required.

Failure to Fully Reimburse Employee Expenses

Employers required the use of uniforms and certain tools by employees but never provided compensation for uniform maintenance and purchases of required tools by employees. Further, employees were charged for uniforms by way of deductions from employee pay checks.

Additional Penalties

Mr. Morales and all other similarly aggrieved employees intend to seek all available civil penalties for the violations described above.

Code Provisions Violated and Legal Theories

The specific provisions of the California Labor Code which Employers have violated, and applicable legal theories which establish the violations, are as follows:

Labor Code Section 201: Employers violated, and continue to violate, Labor Code Section 201 by failing to pay the employees they have discharged the complete and correct amount of all wages owing at the time of termination. The wages earned but not paid at termination include

uncompensated work time, including overtime and double-time as applicable, and premium wages for missed meal and rest breaks.

Labor Code Section 202: Employers violated, and continue to violate, Labor Code Section 202 by failing to pay employees who quit the correct amount of all wages, within 72 hours of the termination. As already stated, the wages earned but not paid at termination include the above.

Labor Code Section 203: Employers violated, and continue to violate, Labor Code Section 203 by failing to pay 30 days of continuing wages to employees owed wages (explained above) whose employment ended.

Labor Code Section 204: Employers violated, and continue to violate, Labor Code Section 204 by failing to pay wages to employees for all hours worked as explained above.

Labor Code Section 226: Employers violated, and continue to violate, Labor Code Section 226(a) by failing to provide employees with accurate and compliant itemized wage statements.

Labor Code Section 226.7: Employers violated, and continues to violate, Labor Code Section 226.7 by failing to provide meal periods and/or rest periods that are in accordance and in compliance with the IWC's applicable wage order.

Labor Code Section 227.3: Employers violated, and continue to violate, Labor Code Section 227.3 by failing to promptly pay all vested vacation or PTO benefits to employees upon their separation.

Labor Code Sections 246, 247, 248.2, and 248.6: Employers violated, and continue to violate, Labor Code Sections 246, 247, 248.2, and 248.6 by failing to provide sick leave and COVID-19 Supplemental Paid Sick Leave to employees.

Labor Code Section 510: Employers violated, and continue to violate, Labor Code Section 510 by failing to pay minimum wage or overtime compensation required by law including failing to calculate overtime and double-time wages in accordance with employees' regular rate of compensation.

Labor Code Section 512: Employers violated, and continue to violate, Labor Code Section 512 by not providing employees with legally compliant meal periods.

Labor Code Section 1194: Employers violated, and continue to violate, Labor Code Section 1194 by failing to pay employees minimum wage and overtime compensation required by law.

Labor Code Sections 1197 and 1197.1: Employers violated, and continue to violate, Labor Code Section 1197 by failing to pay employees a wage less than the minimum fixed by an applicable state or local law.

Labor Code Section 2802: Employers violated and continues to violate, Labor Code Section 2802 by failing to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties.

Conclusion

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices can be rectified. In the absence of such action, we may file an appropriate action against Employers, pursuant to Labor Code Section 2698 *et seq.* Mr. Morales and all other similarly aggrieved employees intend to seek all penalties for the violations described above. Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,
MOORADIAN LAW, APC

/s/ Haik Hacopian

HAIK HACOPIAN

7021 1970 0001 7314 4692

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Certified Mail Fee \$4.15

Extra Services & Fees (check box, add fee as appropriate)

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☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.63

Total Postage and Fees \$4.78

Sent To **ONEPAYHR LLC**

Street and Apt. No., or PO Box No. **315 5TH STREET N.W.**

City, State, ZIP+4® **ALBUQUERQUE, NM 87102**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0160 0000 9187 4755

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☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.63

Total Postage and Fees \$4.78

Sent To **SATELLITE BODY, INC.**

Street and Apt. No., or PO Box No. **1785 MOUNT VERNON AVE.**

City, State, ZIP+4® **POMONA, CA 91768**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0700 0002 2582 8304

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Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.63

Total Postage and Fees \$4.78

Sent To **PHENIX TRANSPORTATION, INC.**

Street and Apt. No., or PO Box No. **1785 MOUNT VERNON AVE.**

City, State, ZIP+4® **POMONA, CA 91768**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0160 0000 9187 4746

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OFFICIAL USE

Certified Mail Fee \$4.15

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.63

Total Postage and Fees \$4.78

Sent To **SAFE VEHICLE SYSTEMS, INC.**

Street and Apt. No., or PO Box No. **1785 MOUNT VERNON AVE.**

City, State, ZIP+4® **POMONA, CA 91768**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



Haik Hacopian <haik.hacopian@gmail.com>

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "haik.hacopian@gmail.com" <haik.hacopian@gmail.com>

Mon, Mar 27, 2023 at 6:09 PM

3/27/2023

LWDA Case No. LWDA-CM-944716-23
Law Firm : Mooradian Law, APC
Plaintiff Name : Eduardo Morales
Employer: Phenix Transportation, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit “3” – Administration Quote



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	310
Opt Out Rate	1%
Opt Outs Received	3
Total Class Claimants	307
Subtotal Admin Only	\$9,250.00

Not-to-Exceed Total \$9,250.00

For 310 Class Members

Pricing Good for Scope of Estimate Only

March 25, 2025

Case: MORALES v. PHENIX Opt-Out Administration wTranslation

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Haik Hacopian, Esq.
Firm: Mooradian Law, APC
Contact Number: 818.487.1998 tel
Email: haik.hacopian@gmail.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 310 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$140.60	1	\$140.60
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$175.00	2	\$350.00
Total			\$1,022.60

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.50	310	\$155.00
Notice Packet & Opt-Out Form	\$1.25	310	\$387.50
Estimated Postage (up to 2 oz.)*	\$0.76	310	\$235.60
Static Website	\$200.00	1	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$2,228.10

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

EXHIBIT "3"



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	31	\$31.00
Remail Notice Packets	\$1.25	31	\$38.75
Estimated Postage	\$0.76	31	\$23.56
Programming Undeliverables	\$55.00	3	\$165.00
Total			\$423.31

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	8	\$77.50
Case Manager	\$85.00	2	\$170.00
Total			\$882.50

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks *	\$1.25	307	\$383.63
Estimated Postage	\$0.64	307	\$196.42
Total			\$1,845.04

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$2.50	61	\$153.45
Case Associate	\$75.00	5	\$375.00
Reconcile Uncashed Checks	\$85.00	2	\$170.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	2	\$230.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,250.00	1	\$1,250.00
Uncashed to Cy Pres			
Total			\$2,848.45

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$9,250.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

Declaration of Zorik Mooradian

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DECLARATION OF ZORIK MOORADIAN

I, Zorik Mooradian, declare as follows:

1. I am an attorney at law duly licensed to practice law in the state of California. I am the principal of Mooradian Law, APC and, along with Haik Hacopian, am counsel for Plaintiff Eduardo Morales and seek appointment as Class Counsel in the class action lawsuit entitled *Eduardo Morales, et al. individually and on behalf of other persons similarly situated and similarly aggrieved employees v. Phenix Enterprises, Inc., et al.*, and bearing Los Angeles County Superior Court Case No. 23STCV06594. I make this Declaration in support of Plaintiffs' Motion for Preliminary Approval based on my own personal knowledge and if called as a witness I could and would competently testify to the following facts stated herein.

2. I have attended Texas A & M University (Kingsville) and California State University Los Angeles (Los Angeles), and have received a Bachelor of Science degree in Civil Engineering in 1979. I have also attended University of La Verne College of Law, graduated and was admitted to the State Bar of California in 1988, and have been in good standing since. For the past 34 years, I have litigated hundreds of cases with numerous bench and jury trials. My most recent jury verdict was in October 2019, in a Fair Employment and Housing retaliation matter. I have also been and continue to be plaintiff's counsel in many wage and hour and consumer class actions, complex and multi-party matters.

3. The following is a short title index of class actions and individual employment/wage-and-hour cases (recent past and pending), in which I have represented and/or continue to represent the plaintiffs or defendants in the capacity of co-counsel or lead counsel:

4. Granados v. Bimbo Bakeries/CV 09-07329 DMG; Garcia v. Pharmavite /BC435699; Barsamian/Park v. Staples /BC450208 and BC449815; Bosch v. Bakery Holdings/BC484494; Uribe v. American Guard Services/ BC492881; Gamez-Flores v. Haynes Building Services/BC493709; Rodriguez v. KBS/ BC537386; Tovar v. Baron HR, LLC/ BC517984; Perez v. Valleycrest/ BC 538257; Uscanga v. Automotive Creations/BC509401; Gonzales v. Nefab

1 Packing/2;13-cv-04499 JAK-ss; Mendoza v. Accentcare/30-2013-00661891-CU-
2 OE-CXC; Nuno v. Universal Building Maintenance/BC541570; Cabrera v.
3 Complete Facilities Maintenance/BC538248; Valencia v. Rubbercraft/BC
4 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
5 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills
6 Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-
7 CXC; Bitton v. Sterling Jewelry, Inc./CIVDS1612665; Blandin v. Malibu Mgt.
8 Svcs., Inc./BC618629; Barrera v. Coast Composites, Inc./30-2017-00909572 CU-
9 OE-CJC; Aguilar v. Sweet Earth Café/19STCV13373; Avina v. Marriott/30-
10 2017-00945551; Azepita v. Eden Social Restaurants, Inc./30-2019-01077185;
11 Balaguer v. Eminent, Inc./19STCV16803; Barragan v. Golden Hotels Limited
12 Partnership/30-2018-01007420; Boch v. Merchants Building
13 Maintenance/BC681320; Bueno v. Proto Homes/19STCV20011; Cardenas v.
14 Intercon Security/19STCV11259; Castillo v. Robert's Waste/30-2018-01027486;
15 Castro v. Bee Gee Laboratories/BC712857; Contreras Teo v. Golden State
16 Foods/BC708535; Contreras Teo v. Golden State Foods/BC722540; Corona v.
17 Del Amo Hospital/19STCV24741; Cruz Ventura v. WSON-55/19STCV22958;
18 Cruel v. Andreas Elsenhans/19STCV35496; Espinoza v. Don Chava
19 Mgt./19STCV27068; Galvan v. Property Mgt. Associates/BC722781; Godoy v.
20 UCLA/19STCV04634; Gonzalez v. Toyon Catering, Inc./19STCV11369;
21 Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-
22 01092546; Guzman v. Millennium Shoes/19STCV33166; Hernandez v.
23 Township Retail Services/18STCV06709; Hernandez v. Resource Employment
24 Solutions/30-2019-01084740; Herrera v. Color Spot Nurseries/30-2017-
25 00933249; Leon v. Island Hospitality Mgt./30-2019-01060719; Martinez v.
26 Snakerz/19STCV02674; Mendoza v. Savage Service Corp./18STCV04798;
27 Martinez v. Riviera Beverages/ 30-2019-01056796; Mendoza v. United
28 Production Framing/30-2019-01104255; Morales Cano v. Coordinated
Staffing/19STCV29817; Moreno v. DCX-CHOL Enterprises/19STCV19105;

1 Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I,
2 LLC/30-2018-00999474; Nunez v. Wonderland Montessori,
3 LLC/18STCV06042; Enriquez v. The Johnny Rockets Group/19STCV43986;
4 Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v.
5 First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/
6 19STCV11434; Reidy v. City of Inglewood/18STCV09373; Rosales v. DBR
7 Premium/19STCV32726; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v.
8 GBG USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres
9 v. Metro Security/19STCV15680; Trujillo v. Securitas Security
10 Services/19STCV01207; Villacana v. Crothall Laundry Services,
11 Inc./19STCV16330; and Villareal v. Golden Touch Cleaning/30-2019-01108777.

12 5. I am familiar with California wage and hour law and the laws governing the
13 alleged violations in this matter, including but not limited to California Labor Code Sections
14 201 – 203, 226, 226.7, 510, 512, 1194, 1194.2, 2698 and 2802, California Business and
15 Profession Codes 17200 *et. seq.*, the Orders of the Industrial Welfare Commission, and the
16 Private Attorneys General Act.

17 6. I seek appointment as class counsel on behalf of the settlement class. I know
18 of no conflicts that would preclude me, or Mr. Hacopian, from serving as Class Counsel in
19 this matter. I also know of no conflicts that would preclude Mr. Morales from serving as a
20 Class Representative in this matter.

21 7. As a result of my prior experience, including as class counsel in other wage
22 and hour class actions, I am fully aware of the responsibilities I owe as Class Counsel to the
23 proposed class in this action. Based on my experience as Class Counsel, I believe, in light of
24 the criteria identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that
25 the proposed settlement is fair to the class, reasonable and more than adequate in view of (i)
26 the strength of Plaintiffs' claims and Defendants' defenses, (ii) the risk, expense, complexity
27 and likely duration of further litigation, (iii) the risk and difficulty of obtaining class
28 certification and maintaining class action status through trial, (iv) the total settlement amount

1 of \$1,221,480 offered in settlement allowing for significant individual recoveries by
2 employees, (v) the discovery conducted by the Parties in this case, (vi) my experience with
3 similar settlements in wage and hour class actions that have received court approval, and (vii)
4 the fact that the settlement was the result of arms' length negotiations between experienced
5 counsel facilitated by Hon. Amy D. Hogue (ret.) and Mr. Jeffrey P. Fuchsman, respected
6 neutral mediators.

7 8. I submit that the proposed settlement is within the range of possible approval
8 for communication of a notice in conformity and consideration thereof by the Class Members.
9 The Court will have the opportunity to again assess the reasonableness of the settlement after
10 the Class has had the opportunity to opt-out or object.

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

13 Executed on August 12, 2025, in Calabasas, California.

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15 _____
16 */s/Zorik Mooradian*
17 Zorik Mooradian
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Declaration of Mehrdad Bokhour

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I, Mehrdad Bokhour, say and declare, as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, and I am the principal of Bokhour Law Group, P.C., and I serve as attorney of record, along with Mooradian Law, APC and Falakassa Law, P.C. for Plaintiffs Eduardo Morales and Jose Olivia (“Plaintiffs”) and the Putative Class.

2. I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

3. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

4. I have been a member in good standing of the State Bar of California since 2012. I am admitted to practice before all California state courts and each of the United States District Courts in California. I have litigated class actions and representative actions under the Private Attorneys General Act (“PAGA”) in courts throughout the state.

5. I graduated from the University of California, Berkeley, in 2007 and received my Juris Doctor from Loyola Law School, Los Angeles, in 2012. I began my legal career focusing on plaintiff-side employment litigation, with an emphasis on disability discrimination and harassment matters under the Fair Employment and Housing Act. After several years practicing a broad range of civil litigation on behalf of both plaintiffs and defendants, I founded my own law firm in 2014. Since then, my practice has been exclusively dedicated to representing employees in actions against employers to recover unpaid wages and to vindicate claims of harassment, discrimination, and retaliation. The vast majority of my cases have been litigated as class actions, representative PAGA actions, or a combination of the two.

6. I am an active member of the California Employment Lawyers Association (“CELA”) and have attended numerous Continuing Legal Education programs focused on advocacy for employees. My firm possesses the experience, resources, and capacity necessary to provide adequate representation as Class Counsel to all aggrieved employees in this litigation. Currently, my firm is serving as lead counsel in at least twenty-five wage-and-hour class actions and as co-counsel in at

1 least twenty additional wage-and-hour class actions.

2 7. I have been selected as a “Super Lawyer Rising Star” in the area of Employment
3 Litigation for the years 2017 through 2021. Between 2022 and 2025, I was selected as a “Super
4 Lawyer,” a distinction reserved for the top 2.5% of attorneys in my practice area. I have also been
5 recognized by TopVerdicts.com for securing several of the top wage-and-hour class action and PAGA
6 settlements in California.

7 8. My office has undertaken substantial efforts in investigating and prosecuting the
8 matter. These efforts have directly contributed to the creation of a significant settlement fund for
9 the benefit of the Class. Throughout the litigation, we have diligently advanced the claims,
10 including engaging in substantive and informed negotiations with Defense counsel. These
11 exchanges enabled both sides to assess the strengths and weaknesses of their respective positions,
12 ultimately facilitating a fair and reasonable resolution.

13 9. Given the inherent risks of continued litigation, including contested legal and factual
14 issues, Plaintiffs’ counsel believes the proposed Settlement is fair, reasonable, and adequate. The
15 Settlement was the product of arm’s-length negotiations between experienced counsel, facilitated
16 by an experienced mediator, and was reached following an appropriate and thorough exchange of
17 relevant information and documents. Accordingly, Plaintiffs respectfully request that the Court
18 grant preliminary approval of the Settlement, conditionally certify the proposed Class under Code
19 of Civil Procedure § 382 for settlement purposes, approve the proposed Class Notice, appoint
20 Plaintiffs’ counsel as Class Counsel, appoint the Settlement Administrator, and schedule a hearing
21 for final approval of the Settlement.

22 10. The Settlement is the result of extensive, arm’s-length negotiations between the
23 Parties, facilitated by experienced mediators with expertise in wage-and-hour class actions. While
24 the negotiations were conducted cordially and professionally, they were also adversarial and entirely
25 non-collusive. The resolution achieved is the product of significant time, effort, and advocacy by both
26 Parties and their counsel.

27 11. Although Plaintiffs and Class Counsel were confident in the strength of their claims
28 and believed that class certification could be achieved, they also recognized the inherent risks, costs,

1 and complexity of continued litigation. These risks included the potential for adverse rulings at class
2 certification, summary judgment, trial, or on appeal of which could delay or eliminate recovery for
3 Class Members. Moreover, had Defendants prevailed on any of their asserted defenses, Class
4 Members may have received little or no monetary relief. In light of these considerations, Plaintiffs
5 and Class Counsel believe the Settlement represents an excellent result under the circumstances.

6 12. The Settlement provides for fair and proportionate payments to each Settlement Class
7 Member based on the number of Workweeks worked during the Class Period. As described above,
8 Plaintiffs and their counsel conducted a diligent investigation of the claims and defenses on behalf of
9 the Class, to maximize recovery while avoiding the additional expense and delay associated with
10 protracted litigation. After carefully evaluating the significant risks of continued litigation and
11 weighing them against the certainty and benefits of the proposed compromise as set forth in the
12 Settlement Agreement, Plaintiffs and their counsel believe the Settlement is fair, reasonable, and in
13 the best interest of the Class.

14 13. Plaintiffs' counsel brought substantial experience and judgment to bear in negotiating
15 the Settlement. As detailed herein, counsel engaged in comprehensive informal discovery,
16 investigation, sampling, and expert analysis to ensure informed decision-making throughout the
17 process. This included review and evaluation of a significant volume of documents, including
18 Defendants' policies and procedures, personnel files, wage statements, and time records. Counsel
19 also performed extensive analysis and extrapolation of the class-wide data produced by Defendants
20 to assess potential damages and evaluate the strength of the claims.

21 14. Based on our collective experience litigating wage-and-hour matters, including
22 complex class and PAGA actions, I believe that Joshua Falakassa and I are well qualified to evaluate
23 the merits of the class claims and the viability of Defendants' defenses in this action. In our
24 professional judgment, the recovery provided to each Class Member under the Settlement is fair,
25 reasonable, and adequate. Settlement at this stage serves the best interests of the Class by providing
26 meaningful compensation while avoiding the delays and uncertainties of continued litigation,
27 including class certification, trial, and potential appeals.

28 15. Plaintiffs' counsel, as well as Defendants' counsel, fully endorse the terms and

1 conditions of the Settlement as set forth in the abovementioned Settlement Agreement.

2 16. Of course, the Settlement Amount represents a compromise figure, taking into account
3 the various risks surrounding class certification and the merits of Defendants' asserted defenses.
4 Nevertheless, the Settlement provides fair and adequate payments to the Class Members, with no
5 reversion to Defendants.

6 17. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
7 approval of the Settlement as being fair, reasonable, and in the best interests of the Class, as well as
8 preliminarily approve the requested attorneys' fees and costs and service awards to the Class
9 Representatives.

10 18. The proposed Class Notice and proposed plan for the Settlement Administrator to mail
11 the Class Notice to the last known address of all Class Members complies with all the requirements
12 of California Rule of Court 3.79(f) and 3.766(b). The contents of the proposed Class Notice include
13 (1) the material terms of the Settlement; (2) the proposed attorneys' fees and costs and the Settlement
14 Administration Costs; (3) details about the final fairness hearing and how Class Members may elect
15 to exclude themselves or make an objection; and (4) how Class Members can obtain additional
16 information.

17 19. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiffs
18 entered into a Joint Prosecution Agreement with their counsel of record. The JPA governs the division
19 of responsibilities and attorneys' fees among counsel, and Plaintiffs provided informed written
20 consent after full disclosure.

21 I declare under penalty of perjury under the laws of the state of California that the foregoing
22 is true and correct on this 24th day of July 2025, in Los Angeles, California.

23 */s/ Mehrdad Bokhour*

24 By: _____
Mehrdad Bokhour, Esq

Declaration of Joshua Falakassa

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I, Joshua Falakassa, say and declare, as follows:

2. I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

4. I have been a member, in good standing, of the State Bar of California since 2013. I am admitted to practice before all California state courts, and the United States District Court of California for the Northern, Central District and Eastern District and have litigated class action and Private Attorney General Act (“PAGA”) representative action cases in various courts across California.

6. From August 2018-January 2019, I as an associate at the Paul Haines Law Group, where I actively managed a caseload of more than 50 class and representative PAGA action lawsuits in California and federal courts.

7. Thereafter, as principal of Falakassa Law, P.C., I have handled nearly 100 employee vs. employer litigation matters, including more than 40 class action wage/hour and PAGA cases. Over the last few years, my practice has almost entirely consisted of representing employees, the

majority of which has included class action and representative action wage and hour matters. In total, I have handled upwards of 60 class action and representative action wage/hour cases.

8. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during the years 201 thru 2025, a distinction that is reserved for the top 2.5 % of lawyers in the practice area. I have also been recognized by Topverdicts.com for achieving Top 20 and Top 50 wage and hour class and/or PAGA action settlements in California in 2021, 2022 and 2023.

9. My firm has the experience, resources, and means necessary to allow us to provide adequate representation to all Settlement Class Members in this Action.

10. Currently, my firm is acting as counsel in at least fifty wage-and-hour class actions.

11. Class Counsel are respected members of the California Bar with strong records of vigorous and effective advocacy of their clients, and they are experienced in handling complex class action litigation. Both Class Counsel and Plaintiff were prepared to litigate the claims in this action, but they strongly and unequivocally support the proposed Settlement as being in the best interest of the Settlement Class based on the circumstances referenced herein.

12. I have been appointed class counsel in various courts across the State of California, including the following non-exhaustive list of recent settlements for which I have been the handling attorney:

- *Thomas Anderson Doty, on behalf of himself and all others similarly situated v. Underground Construction Co. Inc.*; Solano County Superior Court, Case No. FCS054576; (approval of \$1,450,000 Class and PAGA Action Settlement);

- *Zirl Wilson, on behalf of himself and all others similarly situated v. TCG Oakland LLC; NWLA Delivery Inc.*, Alameda County Superior Court, Case No. RG20063636; (approval of \$500,000 Class and PAGA Action Settlement);

- *Garza v. Cen-Cal Fire Systems, Inc., et al.*, Case No. RG20070111 (approval granted on April 27, 2021) (PAGA settlement of \$350,000 approved by Hon. Brad Seligman);

- *Martinez v. JSL Transport, L.L.C.*, Case No. RG20050358 (approval granted on May 5, 2021) (PAGA settlement of \$185,000 approved by Hon. Winifred Y. Smith);

- *Aguirre v. Swinerton Builders, et al.*, Case No. CIVDS1925363 (final approval granted on May 26, 2021) (wage and hour class and PAGA settlement of \$2,250,000 approved by

1 Hon. David Cohn);

2 • *Bautista, et al. v. Builder Services Group, Inc.*, Case No. RG19038041 (approval
3 granted on July 30, 2021) (PAGA settlement of \$2,200,000 approved by Hon. Dennis Hayashi);

4 • *Hoff, et al. v. Dependable Highway Express, Inc.*, Case No. 34-2020-00272729-CU-
5 OE-GDS (final approval granted on August 23, 2021) (wage and hour class and PAGA settlement of
6 \$800,000 approved by Hon. Shama H. Mesiwala);

7 • *Mann v. Altec Industries, Inc.*, Case No. FCS054121 (final approval granted on
8 September 17, 2021) (wage and hour class and PAGA settlement of \$1,450,000 approved by Hon.
9 Bradley E. Nelson);

10 • *Ayala v. FabFitFun, Inc.*, Case No. CIVDS2006687 (approval granted on October 7,
11 2021) (PAGA settlement of \$820,000 approved by Hon. David Cohn);

12 • *Becerra v. Luxfer, Inc.*, Case No. RIC2001892 (final approval granted on October 29,
13 2021) (wage and hour and PAGA settlement of \$1,125,000 approved by Hon. Lawrence W. Fry);

14 • *Sifuentes, et al. v. Roofline, Inc., dba Roofline Supply & Delivery*, Case No. 34-2019-
15 00269947 (final approval granted on November 30, 2021) (wage and hour class and PAGA settlement
16 of \$1,850,000 approved by Hon. Shama H. Mesiwala);

17 • *Bjornsen v. Paychex North America, Inc.*, Case No. 34-2020-00286974 (approval
18 granted on January 11, 2022) (PAGA settlement of \$650,000 approved by Hon. Christopher E.
19 Krueger);

20 • *Villa v. Sharecare Health Data Services, LLC, et al.*, Case No. 37-2020-0016422-CU-
21 OE-CTL (final approval granted on February 18, 2022) (wage and hour class and PAGA settlement
22 of \$630,000 approved by Hon. Eddie C. Sturgeon);

23 • *Rebulloza v. Acosta Employee Holdco, LLC*, Case No. RG21087775 (approval granted
24 on March 17, 2022) (PAGA settlement of \$525,000 approved by Hon. Somnath Raj Chatterjee);

25 • *Benavides v. Production Framing, Inc.*, Case No. 34-2021-00295745-CU-OE-GDS
(approval granted on May 12, 2022) (PAGA settlement of \$858,000 approved by Hon. Jill H. Talley);

26 • *De Los Angeles Vasquez v. Nutrawise Health & Beauty Corp.*, Case No. 30-2020-
27 01140636-CU-OE-CXC (final approval granted on June 28, 2022) (wage and hour and PAGA
28 settlement of \$312,946.43 approved by Hon. William D. Claster);

- 1 • *Buckner v. Xpress Global Systems, LLC*, Case No. RG20080657 (final approval
2 granted on August 1, 2022) (wage and hour and PAGA settlement of \$500,000 approved by Hon.
3 Stephen Kaus);
- 4 • *Estrada, et al. v. HHM Facility Management, LLC.*, Case No. RG20078429 (final
5 approval granted on October 13, 2022) (wage and hour and PAGA settlement of \$500,000 approved
6 by Hon. Brad Seligman);
- 7 • *Garcia v. J-M Manufacturing Company, Inc., et al.*, Case No. STK-UOE-2021-4926
8 (final approval granted on October 25, 2022) (wage and hour and PAGA settlement of \$750,000
9 approved by Hon. Janye C. Lee);
- 10 • *Stacy v. Hickman Egg Ranch, Inc.*, Case No. CVRI2103899 (final approval granted
11 on November 21, 2022) (wage and hour and PAGA settlement of \$325,000 approved by Hon. Harold
12 W. Hopp);
- 13 • *Guevara v. Bunge Oils, Inc.*, Case No. CV-21-004207 (final approval granted on
14 November 29, 2022) (wage and hour and PAGA settlement of \$500,000 approved by Hon. John R.
15 Mayne);
- 16 • *Camp v. Matson Logistics Warehousing, Inc.*, Case No. RG21088637 (final approval
17 granted on December 16, 2022) (wage and hour and PAGA settlement of \$375,000 approved by Hon.
18 Jenna Whitman);
- 19 • *Silva-Branbila v. Barry Callebaut USA, LLC*, Case No. 21CV000337 (final approval
20 granted on December 20, 2022) (wage and hour and PAGA settlement of \$350,000 approved by Hon.
21 Scott R.L. Young);
- 22 • *Orozco v. Taylored Services, LLC*, Case No. CIVSB2133520 (final approval granted
23 on January 27, 2023) (wage and hour and PAGA settlement of \$600,000 approved by Hon. Joseph
24 Ortiz);
- 25 • *Sanford v. Orchard Machinery Corporation*, Case No. CVCS21-0001614 (final
26 approval granted on January 30, 2023) (wage and hour and PAGA settlement of \$650,000 approved
27 by Hon. Sarah Heckman);
- 28 • *Farley v. Bimbo Bakeries USA, Inc.*, Case No. 2020-00285248 (final approval granted
on February 2, 2023) (wage and hour and PAGA settlement of \$2,500,000 approved by Hon. Jill H.

1 Talley);

2 • *Ellingson v. Mueller Nicholls, Inc.*, Case No. RG21114800 (final approval granted on
3 February 2, 2023) (wage and hour and PAGA settlement of \$395,000 approved by Hon. Evelio
4 Grillo);

5 • *Ayotte v. Frank, Rimerman + Co., LLP*, Case No. 21CV386288 (final approval
6 granted on April 13, 2023) (wage and hour and PAGA settlement of \$775,000 approved by Hon.
7 Theodore C. Zayner);

8 • *Enriquez v. Shipbob, Inc.*, Case No. CVRI2101452 (final approval granted on May 1,
9 2023) (wage and hour and PAGA settlement of \$925,000 approved by Hon. Harold W. Hopp);

10 • *Truchinski v. Hologic, Inc., et al.*, Case No. 21STCV19587 (approval granted on May
11 20, 2023) (PAGA settlement of \$750,000 approved by Hon. Sunil R. Kulkarni); and

12 • *Incze v. Radial, Inc., et al.*, Case No. CIVSB2133520 (approval granted on July 5,
13 2023) (wage and hour and PAGA settlement of \$559,905 approved by Hon. David Cohn);

14 • *Verdugo v. Nvent Thermal, LLC*, Case No. 21-CIV-04370 (approval granted on July
15 6, 2023) (wage and hour and PAGA settlement of \$3,250,000 approved by Hon. Robert D. Foiles);

16 • *Le v. Cresco Labs, Inc., et al.*, Case No. JCCP 5226 (approval granted on August 11,
17 2023) (wage and hour and PAGA settlement of \$890,000 approved by Hon. Lauri A. Damrell);

18 • *Chilton v. Pacific Eye Institute, A Medical Group, Inc., et al.*, Case No.
19 CIVSB2200827 (approval granted on August 21, 2023) (wage and hour and PAGA settlement of
\$1,970,000 approved by Hon. David Cohn);

20 • *Cervantes, et al. v. Genuine Parts Company, Inc., et al.*, Case No. 22STCV00981
21 (approval granted on September 14, 2023) (PAGA settlement of \$1,300,000 approved by Hon.
22 Gregory Keosian);

23 • *Attaway, et al. v. Alliance Residential, LLC*, Case No. JCCP No. 5173 (approval
24 granted on September 29, 2023) (PAGA settlement of \$500,000 approved by Hon. Theodore C.
25 Zayner);

26 • *Gonzales v. Scosche Industries, Inc.*, Case No. 56-2022-00564014-CU-OW-VTA
27 (final approval granted on October 20, 2023) (wage and hour and PAGA settlement of \$282,205.30
28 approved by Hon. Matthew P. Guasco);

1 • *Blakes v. PGP International, Inc.*, Case No. CV2022-1554 (final approval granted on
2 November 14, 2023) (wage and hour and PAGA settlement of \$1,000,000 approved by Hon. Stephen
3 L. Mock);

4 • *Grant v. Rodd & Gunn USA Retail, Inc.*, Case No. MSC2102113 (final approval
5 granted on November 30, 2023) (wage and hour and PAGA settlement of \$450,000 approved by Hon.
6 Charles S. Treat);

7 • *Barajas v. Quanex Homeshield, LLC, et al.*, Case No. 34-2022-00317535 (final
8 approval granted on December 8, 2023) (wage and hour and PAGA settlement of \$1,000,000
9 approved by Hon. Jill H. Talley);

10 • *Magnotti v. The Highest Craft, LLC, et al.*, Case No. CVRI2105547 (final approval
11 granted on January 4, 2024) (wage and hour and PAGA settlement of \$400,000 approved by Hon.
12 Harold W. Hopp); and *Arrayga v. Medical Extrusion Technologies, Inc.*, Case No. CVRI2203190
13 (final approval granted on January 16, 2024) (wage and hour and PAGA settlement of \$553,350
14 approved by Hon. Harold W. Hopp)

15 13. My office has undertaken substantial efforts in investigating and prosecuting the
16 matter. These efforts have directly contributed to the creation of a significant settlement fund for
17 the benefit of the Class. Throughout the litigation, my office has diligently advanced the claims,
18 including engaging in substantive and informed negotiations with Defense counsel. These
19 exchanges enabled both sides to assess the strengths and weaknesses of their respective positions,
20 ultimately facilitating a fair and reasonable resolution.

21 14. Given the inherent risks of continued litigation, including contested legal and factual
22 issues, Plaintiffs' counsel believes the proposed Settlement is fair, reasonable, and adequate. The
23 Settlement was the product of arm's-length negotiations between experienced counsel, facilitated
24 by an experienced mediator, and was reached following an appropriate and thorough exchange of
25 relevant information and documents. Accordingly, Plaintiffs respectfully request that the Court
26 grant preliminary approval of the Settlement, conditionally certify the proposed Class under Code
27 of Civil Procedure § 382 for settlement purposes, approve the proposed Class Notice, appoint
28

1 Plaintiffs' counsel as Class Counsel, appoint the Settlement Administrator, and schedule a hearing
2 for final approval of the Settlement.

3 15. The Settlement is the result of extensive, arm's-length negotiations between the
4 Parties, facilitated by an experienced mediator with expertise in wage-and-hour class actions. While
5 the negotiations were conducted cordially and professionally, they were also adversarial and entirely
6 non-collusive. The resolution achieved is the product of significant time, effort, and advocacy by both
7 Parties and their counsel.

8 16. Although Plaintiffs and Class Counsel were confident in the strength of their claims
9 and believed that class certification could be achieved, they also recognized the inherent risks, costs,
10 and complexity of continued litigation. These risks included the potential for adverse rulings at class
11 certification, summary judgment, trial, or on appeal of which could delay or eliminate recovery for
12 Class Members. Moreover, had Defendants prevailed on any of their asserted defenses, Class
13 Members may have received little or no monetary relief. In light of these considerations, Plaintiffs
14 and Class Counsel believe the Settlement represents an excellent result under the circumstances.

15 17. The Settlement provides for fair and proportionate payments to each Settlement Class
16 Member based on the number of Workweeks worked during the Class Period. As described above,
17 Plaintiffs and their counsel conducted a diligent investigation of the claims and defenses on behalf of
18 the Class, to maximize recovery while avoiding the additional expense and delay associated with
19 protracted litigation. After carefully evaluating the significant risks of continued litigation and
20 weighing them against the certainty and benefits of the proposed compromise as set forth in the
21 Settlement Agreement, Plaintiffs and their counsel believe the Settlement is fair, reasonable, and in
22 the best interest of the Class.

23 18. Plaintiffs' counsel brought substantial experience and judgment to bear in negotiating
24 the Settlement. As detailed herein, counsel engaged in comprehensive informal discovery,
25 investigation, sampling, and expert analysis to ensure informed decision-making throughout the
26 process. This included review and evaluation of a significant volume of documents, including
27 Defendants' policies and procedures, personnel files, wage statements, and time records. Counsel
28 also performed extensive analysis and extrapolation of the class-wide data produced by Defendants

1 to assess potential damages and evaluate the strength of the claims.

2 19. Based on our collective experience litigating wage-and-hour matters, including
3 complex class and PAGA actions, I believe that my office and The Bokhour Law Group, P.C. and
4 Mooradian Law, APC, are well qualified to evaluate the merits of the class claims and the viability
5 of Defendants' defenses in this action. In our professional judgment, the recovery provided to each
6 Class Member under the Settlement is fair, reasonable, and adequate. Settlement at this stage serves
7 the best interests of the Class by providing meaningful compensation while avoiding the delays and
8 uncertainties of continued litigation, including class certification, trial, and potential appeals.

9 20. Plaintiffs' counsel, as well as Defendants' counsel, fully endorse the terms and
10 conditions of the Settlement as set forth in the abovementioned Settlement Agreement.

11 21. Of course, the Settlement Amount represents a compromise figure, taking into account
12 the various risks surrounding class certification and the merits of Defendants' asserted defenses.
13 Nevertheless, the Settlement provides fair and adequate payments to the Class Members, with no
14 reversion to Defendants.

15 22. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
16 approval of the Settlement as being fair, reasonable, and in the best interests of the Class, as well as
17 preliminarily approve the requested attorneys' fees and costs and service award to the Class
18 Representative.

19 23. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiffs
20 entered into a Joint Prosecution Agreement with their counsel of record. The JPA governs the division
21 of responsibilities and attorneys' fees among counsel, and Plaintiffs provided informed written
22 consent after full disclosure.

23 I declare under penalty of perjury under the laws of the state of California that the foregoing
24 is true and correct on this 29th day of July 2025, in Los Angeles, California.

25 */s/ Joshua Falakassa*

26 By: _____
Joshua Falakassa

Declaration of Eduardo Morales

DECLARATION OF EDUARDO MORALES

I, Eduardo Morales, hereby declare as follows:

1. I am one of two named Plaintiffs in the wage and hour class action lawsuit entitled *Eduardo Morales, et al. v. Phenix Enterprises, Inc., et al.* and bearing case number 23STCV06594 of the Los Angeles County Superior Court. This declaration is based on my own personal knowledge. If called as a witness I could and would competently testify to the facts stated herein.

2. I was employed by Defendant Phenix Enterprises, Inc. in California as a non-exempt hourly paid employee from July 27, 2021 until my separation on July 18, 2022.

3. I understand that this case is a class action, which is a lawsuit not just for me but for other non-exempt employees of Phenix Enterprises, Inc., Satellite Body, Inc., and Safe Vehicle Systems, Inc. ("Defendants") in California. I understand that it is my job to support them and I accept that as their representative I have significant responsibilities to them as well as to the court. I understand that it is my responsibility to look out for the best interests of the other non-exempt employees. I also understand that I need to respond truthfully and completely to any information requested by my attorneys and to make myself available at any meetings, proceedings, or other court hearings where my presence is required.

4. I am not aware of any claim that I am making in this case against Defendants that would only apply to me and not to other employees. Nor do I believe that I have any interest in the outcome of this case that would be in conflict with or is any different from the interest from the rest of the class.

5. I've relied upon and continue to rely upon the advice and guidance of my attorneys at Mooradian Law, APC, Mr. Zorik Mooradian and Mr. Haik Hacopian.

6. I have been involved with this case since January of 2023. In the over two years I have been involved in this case, I have put a significant amount time and effort assisting my attorneys and participating in this case. I have participated in numerous telephonic conferences speaking to my attorneys and their staff. I have also spent time looking for documents requested

from me by my attorneys. I have also participated in, and helped my attorneys prepare for, the mediation for this case. I have also spent time reviewing the settlement agreement as well as this declaration.

7. In total, I estimate that I have spent approximately 12-13 hours to date participating in this case.

8. I understand that the parties have agreed to a \$10,000 service award to me for coming forward and participating in this case and for providing a release of claims to Defendants which includes more claims than what the other class members are releasing. I also understand that any amounts payable to me must be approved by the Court.

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

Executed this 23 day of April 2025, at Baldwin Park, California.

Firmado por:

Eduardo Morales

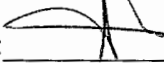
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Eduardo Morales

Translation Authentication

I, Claudia Ginsburg, am an employee of the Mooradian Law, APC, at 24007 Ventura Blvd., Suite 210, Calabasas, California 91302.

On April 23, 2025, I translated this Declaration from English to Spanish during a conference with Eduardo Morales. He indicated to me that he understood and signed the Declaration.

By: 

Claudia Ginsburg

Declaration of Jose Oliva

DECLARATION OF JOSE OLIVA

I, Jose Oliva, state and declare:

1. I am the Plaintiff in the above-captioned action and have personal knowledge of all matters stated herein, and could competently testify thereto. I make this declaration in support of the motion for preliminary approval of the class action settlement.

2. I believe the settlement is fair and reasonable and constitutes a fair resolution of the alleged claims.

3. During my employment with Defendant, several issues concerned me, which I thought did not comply with California law, such as not being paid for all minimum and overtime wages, failure to pay sick time, failure to provide proper meal periods and rest breaks, wage statement violations, waiting time penalties, failure to reimburse necessary business expenses, unfair competition, and PAGA penalties. Even though I was unsure if I wanted to bring a lawsuit because of the risk of stepping forward as a whistle-blower (since this could jeopardize my livelihood in the industry and make it difficult to find future jobs), I retained my attorneys to proceed with this class action because I did not think that myself or the other employees were being treated correctly.

4. When I first retained my attorneys and chose to pursue this case on a class action basis, I understood that I had specific burdens as the "Class Representative," which included: (a) representing the interests of all class members, (2) considering the interests of all class members above my interests, (3) participating actively in the lawsuit, including deposition, and keeping generally aware of the status and progress of the lawsuit. Moreover, I understood that any resolution of the lawsuit is subject to court approval and must be designed in the best interests of the class as a whole.

5. I respectfully request that the court approve the service award for the following reasons.

6. First, I have spent a substantial amount of time working on this case and have performed significant services for the Class to help obtain a highly beneficial settlement for my fellow employees.

1 7. On or about April 28, 2023, I initiated a Class Representative Action Complaint in
2 the Superior Court of California, Los Angeles County. This action represents my interests and those
3 of all other current and former non-exempt employees similarly situated. Subsequently, the
4 complaint was amended to include a cause of action under the Private Attorney General Act
5 (“PAGA”) on behalf of myself, the State of California, and other similarly aggrieved employees.

6 8. On or about June 17, 2024, my case was consolidated with *Eduardo Morales v.*
7 *Phenix Enterprises, Inc., et al.*, Case No. 23STCV06594.

8 9. Since initiating this action, I estimate I have spent approximately 25-30 hours
9 engaging in activities to benefit the class. I have assisted my attorneys in numerous ways, including
10 helping to explain and discuss the company’s practices and procedures, locating and analyzing
11 company documents, and communicating with other class members. These efforts occurred
12 through numerous meetings with Class Counsel, telephone conferences, letters, emails, and text
13 communications. I also spent a substantial amount of time assisting with the preparation for two
14 mediations.

15 10. My work also continued after both mediations, as I reviewed settlement agreements
16 and other related documents, and maintained communication with my lawyers throughout the
17 settlement approval process.

18 11. Second, I respectfully request that the Court approve the agreed-upon service award
19 because I agreed to set aside my interests and put the class's interests ahead of or on par with my
20 own. In doing so, and by successfully bringing this case as a class action, I helped to obtain a highly
21 beneficial settlement for the class members.

22 12. Third, as a condition of this class action settlement, I was required to release and
23 waive all possible individual claims against the company, a requirement that none of the other class
24 members were subject to.

25 13. Fourth, by bringing this case as a class action, I undertook significant risks and
26 stresses at a high emotional cost without any guarantee of success. For example, filing this lawsuit
27 and being a whistleblower was stressful on a daily basis, as I constantly worried about the risk that
28 this case could impact my ability to find future jobs. This stress and risk persisted throughout the

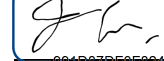
entire case, and I'm concerned it may hinder my job prospects in the future, given that the case information is publicly available online.

14. Fifth, bringing this case also came with a major financial risk because, if I lost the case, I would be required to pay the company's costs, and there was a chance they could try to make me pay their attorneys' fees as well.

15. I affirm my unwavering dedication to representing the interests of the putative class and aggrieved employees. I voluntarily assumed considerable risks and expended considerable effort to secure a favorable outcome. I trust that the Court will duly consider my request for a Service Award in recognition of these contributions.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 7/25/2025, at Adelanto, California.

DocuSigned by:



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Jose Oliva