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Attorneys for Plaintiffs Wallace Carter,
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

WALLACE CARTER; SHADDI MACHARIA;
and ALFREDO CASTANEDA, individually and
on behalf of all other others similarly situated,

Plaintiffs,

vs.

READY PAC FOODS INCORPORATED;
BONDUELLE INCORPORATED;
BONDUELLE USA INC; BONDUELLE US
HOLDING INC.; BONDUELLE FRESH
AMERICAS; OTS SOLUTIONS, LLC; SALAD
TIME, LLC; MISSA BAY, LLC; READY PAC
FLORENCE PARTNERSHIP; and DOES 2
through 50, inclusive,

Defendants.

Case No: 24PSCV00259

Honorable Carolyn B Kuhl
Department 12

CLASS ACTION

**DECLARATION OF BACH-VIET
NGUYEN REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION
AHEAD OF FINAL APPROVAL OF
CLASS AND PAGA SETTLEMENT**

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DECLARATION OF BACH-VIET NGUYEN

I, BACH-VIET NGUYEN, hereby declare:

1. I am employed as a Senior Project Manager by Simpluris, Inc. (“Simpluris”), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 640-5648. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa, California. It was founded by individuals who have each managed hundreds of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.

3. Simpluris was approved by Counsel for Wallace Carter, Shaddi Macharia, and Alfredo Castaneda (“Plaintiffs”), and Ready Pac Foods Incorporated, Bonduelle Incorporated, Bonduelle USA Inc, Bonduelle US Holding Inc, Bonduelle Fresh Americas, OTS Solutions, LLC, Salad Time, LLC, Missa Bay, LLC, and Ready Pac Florence Partnership (“Defendants”), (collectively the “Parties”), to provide settlement administration services in the *Wallace Carter v. Ready Pac Foods, Inc, et al* case (“Settlement”). In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiff, Class Counsel and Class Members; (d) printing and mailing the Notice Class Action Settlement to Class Members in English and Spanish; (e) receiving and validating Requests for Exclusion, Objections or Workweeks Disputes submitted by Class Members; (f) calculating employer payroll taxes and providing appropriate forms and calculations to Defendant; (g) mailing settlement checks, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

TOLL-FREE TELEPHONE HELPLINE

4. A toll-free telephone number was included in the Class Notice for the purpose of allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the

1 settlement process. Callers have the option to speak with a live call center representative during normal
2 business hours or to leave a message and receive a return call during non-business hours. Spanish-
3 speaking representatives are available during normal business hours. The toll-free telephone number
4 included in the Notice of Class Action Settlement was (833) 647-9056 and was live on February 17,
5 2026.

6 **NOTIFICATION TO THE CLASS**

7 5. On February 6, 2026, Simpluris received the Court-approved Notice of Class Action
8 Settlement (hereafter “Class Notice”). The Class Notice advised Class Members of their right to request
9 exclusion from the Class Settlement, object to the Class Settlement, dispute Workweeks, do nothing,
10 and the implications of each such action. The Class Notice advised Class Members of applicable
11 deadlines and other events, including the Final Approval Hearing, and how Class Members could
12 obtain additional information.

13 6. On January 30, 2026, Defendant’s Counsel provided Simpluris a Class List containing
14 each Class Member’s and Aggrieved Employee’s Identification numbers, full names, last known
15 mailing addresses, Social Security Numbers, email addresses, and such other information as was
16 necessary for Simpluris to calculate Workweeks during the Class Period and PAGA Period with
17 Defendant during the Class Period. The Class List contained data for three thousand eight hundred and
18 ninety-eight (3,898) individuals.

19 7. The mailing addresses contained in the Class List were processed and updated utilizing
20 the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The
21 NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any
22 individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA
23 would be utilized in connection with the mailing of the Class Notice. Simpluris was able to locate one
24 hundred and sixty-four (164) updated addresses using NCOA prior to the mailing of the Class Notice.

25 8. On February 17, 2026, the Class Notice was mailed to three thousand eight hundred and
26 ninety-eight (3,898) individuals identified as Class Members, of the 3,898 Class Members, three
27 thousand eight hundred and ninety-eight (3,898) were also identified as Aggrieved Employees. The
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1 Class List was mailed via First Class in English. A copy of the Class Notice is attached hereto as
2 **Exhibit A.**

3 9. If a Class Member's Notice Packet was returned by the USPS as undeliverable and
4 without a forwarding address, Simpluris performed an advanced address search (i.e. skip trace) on all of
5 these addresses by using Accurant, a reputable research tool owned by Lexis-Nexis. Simpluris used the
6 Class Member's name and previous address to locate a current address. Through the advanced address
7 searches, Simpluris was able to locate thirty (30) updated addresses and Simpluris promptly mailed
8 Notice Packets to those updated addresses. Ultimately, there are three hundred and eighty-one (381)
9 Notice Packets that remain undeliverable.

10 10. The Escalator Clause of the Settlement Agreement indicates if during the period of
11 September 8, 2022 through May 11, 2025 the actual number of Workweeks exceeds 151,600 by more
12 than ten percent (10%) (i.e., the Workweeks for the period referenced are actually more than 166,760),
13 Defendants shall have the option to either: (a) permit the Gross Settlement Amount be increased on a
14 proportional basis to the extent the threshold is exceeded (e.g., if the threshold referenced herein
15 increases by 11%, the Gross Settlement Amount shall increase by 1%); or (b) accept a shortened release
16 period. The total number of Workweeks during this period was one hundred fifty-six thousand six
17 hundred and thirteen (156,613), which does not exceed the Escalator Clause. Therefore, the Escalator
18 Clause is not triggered and the Gross Settlement Amount remains \$715,000.00.

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20 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

21 11. The deadline for Class Members to submit a Request for Exclusion from the Class
22 Settlement, Object to the Class Settlement, or Workweeks Dispute is April 20, 2026. The extended
23 deadline for Class Members to submit a Request for Exclusion from the Class Settlement, Object to the
24 Class Settlement, or Workweeks Dispute is May 4, 2026.

25 12 As of June 24, 2026, Simpluris has received **one (1) Request for Exclusion** from the
26 Class Settlement from Class Member Omar M. Fonseca.

27 13. As of June 24, 2026, Simpluris **has not received any Objections** to the Class
28 Settlement from Class Members.

14. As of June 24, 2026, Simpluris **has not received any Workweeks Disputes** from Class Members or Aggrieved Employees.

CLASS MEMBER AWARDS

16. As of June 24, 2026, there are three thousand eight hundred and ninety-seven 3,897 Settlement Class Members who will be paid their portion of the Net Settlement Fund. All 3,897 Settlement Class Members are also Aggrieved Employees, along with the 1 additional Class Member, who submitted a Request for Exclusion. These 3,898 Aggrieved Employees will also be paid out of the Employee PAGA Fund.

17. The Net Settlement Fund of \$299,277.00 available to pay Settlement Class Members was determined by subtracting the Attorneys' Fees (\$250,250.00), Attorneys' Costs (\$35,000.00), Incentive Payments (\$30,000.00), PAGA Penalties \$53,635.00, individual PAGA awards of \$17,875.00 and the Administration Costs (\$28,973.00) from the Gross Settlement Sum of \$715,000.00.

18. The *average estimated Individual Settlement Payment* is \$76.77, the *highest estimated Individual Settlement Payment* is \$267.53, and the *lowest estimated Individual Settlement Payment* is \$1.91.

19. As of June 24, 2026, there are three thousand eight hundred and ninety-eight (3,898) Aggrieved Employees who will be paid their portion of the Employee PAGA Amount of \$17,875.00.

20. The *average estimated Individual PAGA Payment* is \$4.59, the *highest estimated Individual PAGA Payment* is \$28.67, and the *lowest estimated Individual PAGA Payment* is \$0.20.

ADMINISTRATION COSTS

21. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$28,973.00. Simpluris' work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax reporting on such payments.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 24th day of June 2026, in Memphis, TN.

Bach-Viet Nguyen

Bach-Viet Nguyen

EXHIBIT A

EXHIBIT A

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

Wallace Carter, et al. vs. Ready Pac Foods Incorporated; Ready Pac Produce, Inc. and
OTS Solutions, LLC, Los Angeles County Superior Court Case No. 22STCV33983

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

You may be eligible to receive money from an employee PAGA and class action lawsuit (“Action”) filed against Ready Pac Foods Incorporated; Ready Pac Produce, Inc.; and OTS Solutions, LLC; (“Defendants”) for alleged wage and hour violations. The Action was filed by former employees of Defendants, Wallace Carter; Shaddi Macharia; and Alfredo Castaneda (“Plaintiffs”) and seeks payment of wages for a class of hourly employees (“Class Members”) who worked for either Defendant during the Class Period (September 8, 2022 through May 11, 2025); and penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendants during the PAGA Period (September 8, 2022 through May 11, 2025) (“Aggrieved Employees”).

By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments; and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

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

The above estimates are based on Defendants’ records showing that **you worked _____ Workweeks** during the Class Period and **you worked _____ Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

13297135v1 (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be
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eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed)].	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days	All 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 finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. 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 7 of this Notice.

for Class Members whose Class Notice is re-mailed).]	
You Can Participate in the [TBD] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [TBD]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed)].	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws for failure to pay overtime wages at the correct rate; failure to pay double time wages at the correct rate; failure to pay overtime and/or double time wages by failing to include all applicable remuneration in calculating the regular rate of pay; failure to provide meal periods; failure to provide rest periods; failure to pay premium wages for missed meal and rest periods; failure to provide with accurate written wage statements; failure to pay wages due, negotiable and payable in cash on demand; failure to provide employment records for inspection; failure to provide with reporting time pay; failure to pay split shift payments; failure to pay sick time pay at the correct rate; failure to provide notice of paid sick time; failure to reimburse them with necessary business expenditures; and failure to pay all of their final wages following separation of employment in violation of Labor Code §§ 201, 202, 203, 204, 210, 212, 213, 215, 216, 218.6, 223, 225, 226, 226.6, 226.7, 226(a), 246, 354, 408, 432, 510, 512, 553, 1174, 1175, 1182.2, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800 and 2802 as well as California Code of Regulations, Title 8 section 11050(5)(A) and 11050(4)(C) and Bus. & Prof. Code sections 17200 and 17203.

Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by

attorneys in the Action: Haig B. Kazandjian and Cathy Gonzalez of Haig B. Kazandjian Lawyers, APC and Emil Davtyan, David Yeremian, David Keledjian, and David Arakelyan of D.Law, Inc. (“Class Counsel.”)

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

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

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants Will Pay \$715,00.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$250,250.00 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$35,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 as Class Representative Awards to each Plaintiff for filing the Action, working with Class Counsel and representing the Class (combined total \$30,000.00). The

Class Representative Awards will be the only monies Plaintiffs will receive other than each Plaintiff's Individual Class Payment and any Individual PAGA Payments.

C. Up to \$28,973.00 to the Administrator for services administering the Settlement.

D. Up to \$71,500.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (\$53,625.00) and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods (\$17,875.00).

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

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

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed).], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [insert date] Response Deadline. A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Excluded Class Members (i.e., Non-

Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Simpluris (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Release by Participating Class Members. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, e.g., failure to pay overtime wages at the correct rate; failure to pay double time wages at the correct rate; failure to pay overtime and/or double time wages by failing to include all applicable remuneration in calculating the regular rate of pay; failure to provide meal periods; failure to provide rest periods; failure to pay premium wages for missed meal and rest periods; failure to provide with accurate written wage statements; failure to pay wages due, negotiable and payable in cash on demand; failure to provide employment records for inspection; failure to provide with reporting time pay; failure to pay split shift payments; failure to pay sick time pay at the correct rate; failure to provide notice of paid sick time; failure to reimburse them with necessary business expenditures; and failure to pay all of their final wages following separation of employment in violation of Labor Code §§ 201, 202, 203, 204, 210, 212, 213, 215, 216, 218.6, 223, 225, 226, 226.6, 226.7, 226(a), 246, 354, 408, 432, 510, 512, 553, 1174, 1175, 1182.2, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800 and 2802 as well as California Code of Regulations, Title 8 section 11050(5)(A) and 11050(4)(C) and Bus. & Prof. Code sections 17200 and 17203. Except as set forth in Section 5.3 of this

Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

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

The Aggrieved Employees' Releases for Non-Participating and Participating Class Members are as follows:

All Non-Participating Class Members and Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notices and ascertained in the course of the Action including, e.g., failure to provide employment records, failure to pay overtime/double time, failure to provide meal and rest periods, failure to pay minimum wages, failure to keep accurate and provide itemized wage statements, failure to pay reporting time, failure to pay split shifts, failure to timely pay wages during employment, failure to pay wages on termination, failure to reimburse necessary business expenses and costs, failure to provide notice of paid sick time and accrual, Labor Code §§ 201, 202, 203, 204, 210, 212, 213, 223, 226, 226.7, 226(a), 432, 510, 512, 558(a), 1174, 1182.2, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698, 2699, *et seq.*, 2800 and 2802 as well as California Code of Regulations, Title 8 section 11050(5)(A) and 11050(4)(C).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the Gross Settlement Amount by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have **until** _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your

challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Carter et. al. v. On Time Management & Staffing, et al. -Los Angeles County Superior Court Case No. 24PSCV00259, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed)], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. Any objection or challenge to the number of Class Workweeks or PAGA Pay Periods must be received by [at least 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed)]. Sixteen court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award

stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://www.simpluris.com/contact/class-member-contact/> or the Court's website <https://www.lacourt.org>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is **[not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed)]**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Carter et. al. v. On Time Management & Staffing, et al. -Los Angeles County Superior Court Case No. 24PSCV00259 and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **[TBD]** in **Department O of the Los Angeles Superior Court, Pomona Courthouse, located at 400 Civic Center Plaza, Pomona, CA 91766**. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://www.simpluris.com/contact/class-member-contact/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to **Simpluris'** website at <https://www.simpluris.com/contact/class-member-contact/>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.org/casesummary/ui/casesummary.aspx?casetype=civil> and entering the Case Number for the Action, Case No. **24PSCV00259**. You can also make an appointment to personally review court documents in the Clerk's Office at the Pomona Courthouse by calling (213) 633-6333.

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

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Settlement Administrator:

Simpluris
CaseSupport@Simpluris.com
P.O. Box 26170, Santa Ana, CA 92799
888-369-3780

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund through the California State Controller's Office at https://www.sco.ca.gov/upd_msg.html for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

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