

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING (“NOTICE”)**

Janice Denyse Khinoo v Aspiranet

County of Stanislaus, California Superior Court (“Court”) Case Nos. CV-23-007641 and CV-24-001726

As a current or former non-exempt, hourly-paid California employee of Aspiranet who worked during a certain period of time, you may be entitled to receive money from a class action and PAGA case settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action and PAGA litigation. If you are a Class Member, it contains important information about your right to receive a payment from the settlement fund.

You have received this Notice because the records of Aspiranet (“Defendant”), show that you are a “Class Member” and, therefore, entitled to a payment from the settlement of the Actions (“Settlement”). Class Members are all persons employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the period December 28, 2019, through September 17, 2024 (“Class Period”).

- The Settlement is to resolve Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Khinoo v. Aspiranet*, Case No. CV-23-007641, initiated on December 28, 2023 (“Class Action”), and the Plaintiff’s lawsuit alleging PAGA violations against Defendant, captioned *Khinoo v. Aspiranet*, Case No. CV-24-001726, initiated on March 4, 2024 (“PAGA Action”) and deemed related to Case No. CV-23-007641 by order dated August 12, 2024, with both cases pending in Superior Court of the State of California, County of Stanislaus (collectively the “Actions”), collectively alleging causes of action against Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon termination; (6) failure to provide accurate wage statements; (7) failure to timely pay wages during employment; (8) failure to indemnify; (9) failure to pay for unused vested vacation time; and (10) engaging in unfair competition within the meaning of Business and Professions Code section 17200 arising out of Labor Code violations alleged in the Class Action complaint, and seeking civil penalties under the Private Attorney’s General Act of 2004, Labor Code sections 2698 et seq. (“PAGA”) for violations of the Labor Code alleged in the PAGA Action.

- On [REDACTED], the Court granted preliminary approval of the Settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Actions. Defendant vigorously denies the claims in the Actions and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the Settlement of the Class Action.
OPT OUT OF THE CLASS ACTION PORTION OF THE SETTLEMENT BY SUBMITTING A REQUEST FOR EXCLUSION	Exclude yourself from the Class Action portion of the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the Settlement of the Class Action. If you worked at any time during the period from December 28, 2022 through

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	September 17, 2024 ("PAGA Period") as a non- exempt, hourly-paid employee of Defendant, as well, then you will be deemed an "Aggrieved Employee" and you will still receive your share of the proceeds available from the Settlement of the Released PAGA Claims, defined below, (your "Individual PAGA Payment") even if you opt out of the Class Action portion of the Settlement.
OBJECT TO THE CLASS ACTION PORTION OF THE SETTLEMENT	If you do not opt out of the Class Action portion of the Settlement, you may write to the Settlement Administrator, [REDACTED], about why you object to the Class Action portion of the Settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Class Action portion of the Settlement despite your objection, you will still be bound by the Class Action Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED] in Department 23 of the Stanislaus County Superior Court, located at 801 10th Street Modesto, CA 95354.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED], in the City Towers Courthouse of the Stanislaus County Superior Court, located at 801 10th Street Modesto, CA 95354, in Department 23. You are not required to attend the Final Approval Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant's records show that you currently work, or previously worked, for Defendant or Aspiranet as an hourly-paid, non-exempt employee in the State of California at some point during the Class Period. You were sent this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Actions, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What are The Actions About?

Janice Denyse Khinoo was an hourly-paid, non-exempt employee of Defendant. She is the "Plaintiff" in the Actions and is suing in the Class Action on behalf of herself and Class Members for Defendant's alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay all wages due upon separation, failure to provide accurate wage statements, failure to timely pay wages during employment, failure to indemnify, failure to pay unused vested vacation time, and claiming Defendant engaged in unfair competition within the meaning of Business and Professions Code section 17200.

Based on the alleged Labor Code violations above-mentioned in the Class Action and other alleged Labor Code
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violations in the PAGA Action, Plaintiff also seeks penalties in the PAGA Action under PAGA.

Defendant denies all the allegations made by Plaintiff in the Actions and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved the Settlement. The Court will decide whether to give final approval to the Settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle the Actions on behalf of themselves and Class Members and Aggrieved Employees for the "Gross Settlement Amount" of \$1,775,000.00, unless increased pursuant to their executed "Class and PAGA Settlement Agreement" ("Agreement"). The Gross Settlement Amount includes (1) administration costs up to \$13,950.00; (2) a service award of up to \$7,500.00 to Plaintiff for her time and effort in pursuing the Actions; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Agreement, amounts to \$621,250.00; (4) up to \$50,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$88,750.00 of the Gross Settlement Amount. Pursuant to the PAGA portion of the Settlement, seventy-five percent (75%) of the amount allocated toward PAGA, or \$66,562.50, will be paid to the State of California Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%), or \$22,187.50, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately \$993,550.00 will be available for distribution to Class Members ("Net Settlement Amount").

Defendant estimates that, as of the date of mediation on September 17, 2024, there were 1,510 Class Members and 117,955 total Workweeks between December 28, 2019 and September 17, 2024. In the event the number of Workweeks during the Class Period increases by more than 5%, then at Defendant's election: (1) the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in the Class Period in excess of 123,852 (i.e. $117,955 + 5,897$) Workweeks multiplied by the Workweek Value; or (2) the Class Period shall end on the date the number of Workweeks reaches 123,852. The Workweek count shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$1,775,000.00) by 117,955, which amounts to a "Workweek Value" of \$15.00. Defendant shall make its elections no later than 21 days after receiving sufficient information from the Settlement Administrator indicating the number of Workweeks has exceeded 123,852. "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the Class Member's number of Workweeks. Specifically, Class Members' payments will be calculated by dividing the number of their individual Workweeks by the total Workweeks for all Class Members multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Class Member's individual Workweeks ÷ total Workweeks for all Class Members) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period (i.e., Aggrieved Employees) will receive a *pro rata* share of the \$22,187.50 allocated to the Aggrieved Employees as PAGA penalties, whether or not they opt out of the Class Action portion of the Settlement, based on the number of Workweeks worked by each Aggrieved Employee during the PAGA Period.

Defendant's records indicate that you worked [number of Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [number of PAGA pay periods] PAGA pay periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later

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than [Response Deadline]. A Workweeks and/or PAGA pay periods dispute must: (a) contain the case name and number of the Class Action (captioned *Khinoo v. Aspiranet*, Case No. CV-23-007641) for a Workweek dispute and/or the case name and number of the PAGA Action (captioned *Khinoo v. Aspiranet*, Case No. CV-24-001726) for a PAGA pay periods dispute; (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA pay periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in below, postmarked on or before [Response Deadline]. Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Class Action Settlement payment to Class Members who do not opt out of the Class Action portion of the Settlement will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This Notice is not intended to provide legal or tax advice on your Settlement share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the *cy pres* recipient, Legal Aid at Work.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your “Individual Class Payment” (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your Settlement share calculation and do not opt out of the Class Action portion of the Settlement, you will be bound by the entire release in the Settlement and receive your Individual Class Payment, as well as your Individual PAGA Payment (*i.e.*, your share of the Aggrieved Employees’ portion of the payment allocated to PAGA penalties) if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the Settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Class Claims” he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective upon entry of judgment, the order granting final approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the wage portion of the Individual Class Payments, Plaintiff, non-opting out Class Members, and Class Counsel will release claims against all Released Parties as follows:

Release by non-opting out Class Members: For the duration of the Class Period, all non-opting out Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the complaint filed in the Class Action including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure

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to provide meal periods, or compensation in lieu thereof; (4) all claims for failure to provide compliant rest periods, or compensation in lieu thereof (5) all claims for the failure to pay wages due upon termination or resignation; (6) all claims for non-compliant wage statements; (7) failure to timely pay wages; (8) failure to reimburse business expenses; (9) failure to pay vested vacation; and (10) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the complaint filed in the Class Action. (“Released Class Claims”)

Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the complaint filed in the PAGA Action and the PAGA Notice. (“Released PAGA Claims”)

“Released Parties” means Defendant, and each of its former, present and future owners, parents, affiliates and subsidiaries, and all of their current, former, and future officers, directors, members, board members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

Option 2 – Opt Out of the Class Action portion of the Settlement

If you do not wish to receive your Individual Class Payment or release the Released Class Claims, you may exclude yourself by submitting a written request to be excluded from the Class Action portion of the Settlement. Your written request must include your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the Class Action portion of the Settlement. Sign, date, and mail your written request for exclusion to the address below.

[Settlement Administrator]
[Mailing Address]

To be valid, your written request for exclusion must be mailed and postmarked to the Settlement Administrator not later than [RESPONSE DEADLINE].

The proposed Settlement includes the settlement of the Released PAGA Claims. An employee may not request exclusion from the Settlement of the PAGA claims. Thus, if the Court approves the Settlement, then even if you request exclusion from the Class Action portion of the Settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the Released PAGA Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Released Class Claims.

Option 3 – Submit an Objection to the Class Action portion of the Settlement

If you wish to object to the Class Action portion of the Settlement, you may submit an objection in writing by mail, stating why you object to the Class Action portion of the Settlement. Your written objection must provide your name, address, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Class Action portion of the Settlement. Your written objection must be mailed to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Class Action portion of the Settlement and opt out of the Class Action portion of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Class Action portion of the

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Settlement and will receive your Individual Class Payment.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the "Final Approval Hearing" set for [REDACTED] at [REDACTED] a.m. in the Department 23 of the Stanislaus County Superior Court, located at 801 10th Street Modesto, CA 95354, and orally object to the Settlement, discuss your written objections with the Court, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://lacourt.org/>. You may also retain an attorney to represent you at the Final Approval Hearing at your own expense.

Additional Information

This Notice is only a summary of the Actions and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or "Class Counsel", whose information appears below:

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You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Agreement, the order granting preliminary approval of this Settlement, the order granting final approval of this Settlement, and the final judgment.

You may also refer to the pleadings, the Agreement, and other papers filed in this case, which may be inspected at the Department 23 of the Stanislaus County Superior Court, located at 801 10th Street Modesto, CA 95354, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://lacourt.org/>.

All inquiries by Class Members regarding this Notice, the Settlement, or the Agreement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]