ZORIK MOORADIAN, Bar No. 136636
zorik@mooradianlaw.com
HAIK HACOPIAN, Bar No. 282361
haik@mooradianlaw.com
MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
Calabasas, CA 91302
Telephone: (818) 487-1998
Facsimile: (888) 783-1030

Attorneys for Plaintiff Luis Coto Alfaro, individually and on behalf of other persons similarly situated and similarly aggrieved employees

[ADDITIONAL COUNSEL LISTED AFTER CAPTION]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

LUIS COTO ALFARO, MISHAYLA MONIQUE MOSBY, individually and on behalf of other persons similarly situated and similarly aggrieved employees, Plaintiffs, v. ALVAND TRANSPORTATION CORP., an active California Corporation; and DOES 1 through 10, Defendants.	Case No.: 24STCV01452 CLASS AND REPRESENTATIVE ACTION [*Assigned to Hon. Elaine Lu in Dept. SS-9*] **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; DECLARATION OF HAIK HACOPIAN WITH EXHIBITS; DECLARATION OF ZORIK MOORADIAN; DECLARATION OF KEVIN A. LIPELES; DECLARATION OF LUIS COTO ALFARO; DECLARATION OF MISHAYLA MONIQUE MOSBY; AND [PROPOSED] ORDER** Date: December 9, 2025 Time: 8:30 a.m. Dept.: SS-9

Kevin A. Lipeles, Esq., (Bar No. 244275)
kevin@kallaw.com
Thomas H. Schelly, Esq. (Bar No. 217285)
thomas@kallaw.com
LIPELES LAW GROUP, APC
880 Apollo Street, Suite 336
El Segundo, California 90245
Telephone: (310) 322-2211
Fax: (310) 322-2252

Attorneys for: Plaintiff MISHAYLA MONIQUE MOSBY, individually and on behalf of other persons similarly situated and similarly aggrieved employees

PLEASE TAKE NOTICE that, pursuant to Cal. Rules of Court, rule 3.769, December 9, 2025 at 8:30 a.m. or as soon thereafter as the matter may be heard in Department SS-9 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, Plaintiff Luis Coto Alfaro and Plaintiff Mishayla Monique Mosby ("Plaintiffs"), individually and on behalf of a similarly-situated class of individuals, will and hereby do move this Court for an order:

1. Preliminarily approving the proposed class settlement of this lawsuit;

2. Provisionally certifying the Class or Settlement Class, defined as follows:

> All current and former non-exempt, hourly paid employees who worked for Defendant Alvand Transportation Corp. in California at any time during the period from January 18, 2020 to July 7, 2025 ("Class Period").

3. Preliminarily appointing Plaintiff Luis Coto Alfaro and Plaintiff Mishayla Monique Mosby as Class Representatives;

4. Preliminarily appointing Zorik Mooradian and Haik Hacopian of Mooradian Law, APC and Kevin A. Lipeles of Lipeles Law Group, APC as Class Counsel;

5. Preliminarily approving the proposed settlement of Plaintiffs' Private Attorneys General Act ("PAGA") claims;

6. Appointing Phoenix Settlement Administrators as the third-party settlement administrator;

7. Scheduling a hearing to consider whether the class settlement should be finally approved, and whether to award amounts for Service Awards to the Class Representatives, attorneys' fees and costs to Class Counsel, and settlement administration costs; and

8. Approving the proposed Class Notice, and ordering that it shall be disseminated to the proposed Settlement Class as provided in the Class Action and PAGA Settlement Agreement.

This Motion is based on this Notice of Motion, the accompanying Memorandum of Points and Authorities, the Declaration of Haik Hacopian with Exhibits, the Declaration of Zorik Mooradian, the Declaration of Kevin A. Lipeles, the Declaration of Luis Coto Alfaro, the Declaration of Mishayla Monique Mosby, the pleadings and other papers filed in this action, and on any further oral or documentary evidence or argument presented at the time of hearing.

The Class Action and PAGA Settlement Agreement and Class Notice is attached as **Exhibit "A"** to the Declaration of Haik Hacopian. The proposed Class Notice is attached to the Settlement Agreement. See HH Decl. ¶10, Ex. A.

Dated: Aug. 27, 2025

MOORADIAN LAW, APC
LIPELES LAW GROUP, APC

By:/s/Haik Hacopian______________________
Zorik Mooradian, Esq.,
Haik Hacopian, Esq.,
Kevin A. Lipeles, Esq.
Attorneys for Plaintiffs, individually and on behalf of other persons similarly situated and similarly aggrieved employees

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs, Luis Coto Alfaro and Mishayla Monique Mosby ("Class Representatives" or "Plaintiffs") and Defendant Alvand Transportation Corp. ("Alvand" or "Defendant") have reached a proposed class and representative PAGA settlement with a non-reversionary Gross Settlement Amount of $375,000 for a Class consisting of approximately 200 non-exempt employees who worked for Alvand in California from January 18, 2020 through July 7, 2025 ("Class Period"). Class Members will release claims through that date and receive settlement payments based on the proportionate workweeks they worked for Alvand during the Class Period. The Settlement anticipates coverage for a minimum of 10,752 workweeks and a maximum of 11,827 through the end of the Class Period, before a negotiated escalator provision may be invoked. This settlement results in a fair, reasonable, and adequate recovery consisting of a gross workweek value of $34.09 (assuming 11,000 workweeks), and an average settlement payment in excess of $845.00.

This Settlement resolves this class action lawsuit and settles the wage and hour claims for all Settlement Class Members who do not request exclusion. Payments will be made on an opt-out non-reversionary basis.

The proposed settlement is memorialized in the "Class Action and PAGA Settlement Agreement and Class Notice" hereinafter referred to as "Settlement Agreement" or "S.A.," which is based on the LASC model agreement for class and PAGA settlements. A true and correct copy of which is attached to the accompanying Declaration of Haik Hacopian (hereinafter "HH Decl.") as **Exhibit "A"**.

The Parties have conducted an investigation concerning the facts and law during the pendency of this action and which included production of class records and data and expert analysis of same, conferences, and a mediation session before an experienced mediator, Mr. David S. Phillips.

This proposed settlement is well within the range of what constitutes a fair, reasonable, and adequate settlement to all concerned especially in light of the legal and factual obstacles that Plaintiffs faced, the sharply contested issues involved, the risks and costs of further litigation, and the tangible monetary benefits to be received by Plaintiffs and the Class. The proposed notice procedure comports with Cal. Rules of Court, rule 3.769, and due process requirements. The notice program should be approved and a final fairness hearing set.

II. SUMMARY OF THE LITIGATION

A. Defendant, Class Members, and Plaintiffs

Defendant Alvand Transportation Corp. (Alvand) is a charter and shuttle bus service provider based in Sun Valley. As of the date of mediation, the class consisted of 196 individuals, 177 drivers and 19 non-drivers (dispatchers, mechanics, etc.). Class Members worked 10,752 workweeks through the date of mediation. There are also 161 Aggrieved Employees who worked at least 4,076 bi-weekly pay periods. Both Plaintiffs were charter bus drivers. Plaintiff Coto was employed from May 2, 2023 to June 25, 2023. Plaintiff Mosby was employed from June 19, 2024 to October 1, 2024. The average hourly rate of pay is $25.00. Alvand was subject to the Federal Motor Carrier Safety Administration's ("FMCSA") Hours of Service Regulations as an interstate transit operator. Declaration of Haik Hacopian (hereinafter "HH Decl.") ¶7.

B. Plaintiffs' Lawsuits

On January 18, 2024, Plaintiff Luis Coto Alfaro commenced this Action by filing a complaint alleging causes of action against Defendant for (1) Failure to Provide Meal Periods; (2) Failure to Provide Paid Rest Periods; (3) Failure to Pay Wages; (4) Failure to Timely Pay Wages at Termination/Separation; (5) Failure to Provide Accurate Wage Statements; (6) Failure to Reimburse Business Expenses; and (7) Violation of Unfair Business Practices Act – Bus. & Prof. Code §§17200, et seq. On May 24, 2024, Plaintiff Luis Coto Alfaro filed a First Amended Complaint alleging a cause of action against Defendant for Penalties Pursuant to California's Private Attorney General Act ("PAGA") (Cal. Lab. Code §§ 2698 et. seq.). S.A. ¶2.1.

On November 8, 2024, Plaintiff Mishayla Monique Mosby commenced the related action by filing a complaint alleging causes of action against Defendant for (1) Failure to Pay

Premium Overtime/Double Time Wages Due; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Timely Off Duty Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Maintain Records and Provide Accurate Itemized Wage Statements; (6) Failure to Reimburse Business Expenses; (7) Reporting Time Pay; (8) Failure to Allow Inspection of Employment Records; and (9) Unfair Competition. On January 28, 2025, Plaintiff Mishayla Monique Mosby filed a First Amended Complaint alleging a cause of action against Defendant for PAGA penalties. S.A. ¶2.2.

On August 20, 2025, pursuant to leave granted by the Court, Plaintiff Luis Coto Alfaro filed a Second Amended Complaint adding Plaintiff Mishayla Monique Mosby as an additional named plaintiff, and adding causes of action for: (i) Failure to Pay Reporting Time Wages, and (ii) Failure to Maintain Employment Records and/or Allow Inspection of Employment Records, as asserted in the Mosby Action, to effectuate comprehensive settlement of class claims. The Second Amended Complaint is the operative complaint in the Action. (the "Operative Complaint."). HH Decl. ¶8.

C. Discovery and Mediation

The Parties have conducted investigation of the operative facts and applicable law during the pendency of the case through informal discovery requests. Prior to mediation, Plaintiffs obtained copies of the employee handbook, a class list with hire dates, termination dates, and job titles. Plaintiffs also received a 15% sample of time and payroll data which was analyzed by an expert. Time records consisted of driver trip sheets and Hours of Service Reports. HH Decl. ¶9.

On May 6, 2025, Plaintiffs and Defendant participated in a full-day mediation before Mr. David S. Phillips. The Parties were able to reach a resolution at the mediation and entered into a Memorandum of Understanding ("MOU"). The Parties ultimately entered into their Class Action and PAGA Settlement Agreement incorporating the MOU's terms and which was based on the LASC model agreement for class and PAGA settlements, a true and correct copy of the final executed version of which is attached as **Exhibit "A"** to the Declaration of Haik Hacopian. HH Decl. ¶10, Ex. A.

III. THE PROPOSED SETTLEMENT

A. The Essential Terms of the Settlement

If the Court approves this settlement, Defendant will pay the gross sum of $375,000 ("Gross Settlement Amount" or “GSA”) which will be used to fund this Settlement and make payments to Class Members, who will be paid on an all-in non-reversionary opt-out basis. The Gross Settlement Amount excludes the employer share of taxes on the wage component of the Settlement which will be separately funded by Defendant. HH Decl. ¶11.

The principal terms of the class action settlement are summarized below:

• Gross Settlement Amount. S.A. ¶¶1.22 and 3.1:	$375,000
• Minus Court-approved Attorneys’ Fees (35%). S.A. ¶3.2.2:	($131,250)
• Minus Court-approved Cost Award. S.A. ¶3.2.2:	($25,000)
• Minus Court-approved Service Awards of $10,000 to each Plaintiff. S.A. ¶3.2.1:	($20,000)
• Minus estimated settlement administration costs. S.A. ¶3.2.3:	($9,000)
• Minus 75% PAGA Payment to LWDA. S.A. ¶3.2.5:	($15,000)
• Minus 25% PAGA Share to Aggrieved Employees. S.A. ¶3.2.5:	($5,000)
Total Deductions from Gross Settlement Amount:	($205,250)
Net Settlement Amount (“NSA”). S.A. ¶1.28:	$169,750

The approximate estimated simple average class settlement payment, assuming maximum awards and participation by 200 individuals, calculates to $848.75 ($169,750 ÷ 200). HH Decl. ¶11. There are presently no other claims or lawsuits that would be impacted by this settlement. HH Decl. ¶13.

B. Class Members

Class Members are defined as follows:

All current and former non-exempt, hourly paid employees who worked for Defendant Alvand Transportation Corp. in California at any time during the period from January 18, 2020 to July 7, 2025 (“Class Period”). S.A. ¶¶1.5, 1.12.

> Aggriieved Employees are defined as follows:
> All current and former non-exempt, hourly paid employees who worked for Defendant Alvand Transportation Corp. in California at any time during the period from January 18, 2023 to July 7, 2025 ("PAGA Period"). S.A. ¶¶1.4, 1.31.

C. Settlement Payments to Class Members

The Individual Class Payment, which is a Participating Class Member's pro rata share of the Net Settlement Amount, is calculated according to the number of Workweeks they worked during the Class Period ("the period from January 18, 2020 through July 7, 2025"). S.A. ¶1.23. An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. S.A. ¶3.2.4.

"Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period ("the period from January 18, 2023 through July 7, 2025"). S.A. ¶¶1.24 and 1.31. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($5,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. S.A. ¶3.2.5.1.

D. Settlement Allocation to Class Members

Ten Percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"), subject to tax withholding and will be reported on an IRS W-2 Form. Ninety Percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"), not subject to wage withholdings and will be reported on IRS 1099 Forms. S.A. ¶3.2.4.1. Individual PAGA Payments will be reported on IRS 1099 Forms. S.A. ¶3.2.5.2.

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E. Opt-Outs and Objections

Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to exclude themselves or challenge the number of Class workweeks or PAGA Pay Periods attributed to them. Participating Class Members (those Class Members who have not opted-out) may send written objections to the Administrator during that timeframe.

Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator a signed written Request for Exclusion which is a letter from a Class Member or his/her 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. S.A. ¶7.5.1.

Participating Class Members (those Class Members who do not opt-out) may send written objections to the Administrator. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. S.A. ¶7.7.2.

Each Class Member may challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice with the Administrator. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. S.A. ¶7.6.

F. Releases

Effective 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, Plaintiffs, Class Members, and Class Counsel will release claims against all

Released Parties. S.A. ¶5.

Release by Participating Class Members:

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 any and all claims that were or could have been alleged in the operative complaints in the Action that arose during the Class Period including without limitation with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay minimum wages owed; (c) failure to provide compliant meal periods, or premium pay for noncompliant meal periods; (d) failure to authorize and permit rest periods, or provide premium pay for non-compliant rest periods; (e) failure to factor non-discretionary bonuses or other forms of non-discretionary compensation into the regular rate of pay; (f) failure to pay for all hours worked, including off-the-clock work, nonproductive time, rest and recovery periods, and time subject to rounding practices; (g) failure to pay reporting time pay; (h) failure to issue accurate, itemized wage statements and maintain payroll records; (i) failure to allow timely inspection of employment records; (j) failure to timely pay all wages due upon separation of employment; (k) failure to timely pay all wages due during employment, including late payment of regular wages; (l) failure to reimburse for necessary business expenses, including but not limited to expenses incurred for work-related use of personal cell phones, protective equipment such as gloves or masks, and maintenance or cleaning of uniforms; (m) non-provision of wage statements; (n) failure to pay promised referral or sign-on bonuses; (o) failure to pay for accrued or vested paid time off or vacation; (p) failure to make sufficient per diem payments; (q) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; (r) violation of or claims under the following sections of the California Labor Code, sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 227.3, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802; and (s) violation of the California Industrial Welfare Commission Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law. ("Released Class Claims"). Except for Plaintiffs' Release by Plaintiffs and as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits (other than paid time off and vacation), 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. S.A. ¶5.2.

Release by Non-Participating Class Members Who Are Aggrieved Employees:

All Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, shall 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, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the operative complaints in the Action, the PAGA Notices (and any amendments thereto) and ascertained in the course of the Action, arising during or with respect to the PAGA Period. ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and shall entitle Defendant to bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims. S.A. ¶5.3.

"Released Parties" means: Defendant, and each of its former and present directors, officers, principals, trustees, shareholders, owners, managers, managing agents, exempt employees, representatives, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, and affiliates. S.A. ¶1.41.

Only Named Plaintiffs will be providing a general release and waiver of Civil Code §1542. S.A. ¶5.1.

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G. Service Award to Named Class Representatives

As part of the settlement, at the time of seeking final approval of the proposed class action settlement, Plaintiffs will separately apply for a Service Award in the amount of Ten Thousand Dollars ($10,000) each for their services to the Settlement Class and for a general release of all claims. S.A. ¶¶3.2.1 & 5.1. "[I]ncentive awards are fairly typical in class action cases … and are intended to compensate class representatives for work done on behalf of the class [and] to make up for financial or reputational risk undertaken in bringing the action." *In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1393-94. Plaintiffs' requested incentive payments are intended to recognize Plaintiffs' contributions on behalf of the Class and are fair in relation to the total settlement, their efforts, and standing alone. HH Decl. ¶14. Declaration of Kevin Lipeles (hereinafter "KL Decl."), ¶9. Plaintiffs have put a significant amount and time and effort participating in this case and understand their role and obligations as class representatives. Declaration of Luis Coto Alfaro, ¶¶3-8. Declaration of Mishayla Monique Mosby, ¶¶5-7.

H. Attorneys' Fees & Costs

Defendant agrees not to oppose Plaintiffs' counsel's application for an attorneys' fees award of $131,250.00, which is thirty-five percent (35%) of the Gross Settlement Amount of $375,000, and payment of documented litigation costs and expenses up to $25,000. S.A. ¶3.2.2. Plaintiffs will submit detailed support for their request for a fee award along with their motion for final approval of the settlement. For now, counsel submits that the requested fee is fair compensation for undertaking a complex, risky, expensive, and potentially time-consuming litigation involving two cases on a purely contingent fee basis. Here, counsel has incurred substantial attorneys' fees independently conducting pre-filing investigations, analyzing the claims, litigating the cases, conducting legal research and analysis, reviewing significant documentary and electronic records produced by Defendant, performing data analysis of employee timekeeping data and payroll records, preparing for and attending a full-day mediation, negotiating the settlement, preparing and amending the long-form Class Action and PAGA Settlement Agreement, Class Notice, and preparing this Motion for

Preliminary Approval, and otherwise aggressively pursuing the interests of the putative class. HH Decl. ¶15.

Both California and federal courts have recognized that an appropriate method for awarding attorneys' fees in class actions is to award a percentage of the "common fund" created as a result of the settlement. *See Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254 (recognizing both the "percentage of recovery" and "lodestar/ multiplier" methods). Plaintiffs' counsel's request for fees of thirty-five percent (35%) of the Gross Settlement Amount is within the range of reasonableness. Historically, courts have awarded percentage fees in the one-third range. *See*, *e.g.*, *Laffitte v. Robert Half Int'l, Inc.* (2014) 231 Cal.App.4th 860, 878 ("[S]tudies show that . . . fee awards in class actions average around one-third of the recovery."); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 n.11 (2008) (accord); Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study*, J. of Empirical Legal Studies, Vol. 1, Issue 1, 27-78, March 2004, at 35 (independent studies of class action litigation nationwide conclude that a one-third fee is consistent with market rates).

In conclusion, counsel submits that its request for attorneys' fees is reasonable when viewed as an overall percentage of the settlement as well as with reference to counsel's loadstar. In light of the risks and significant work undertaken by counsel, the results obtained for the class, and the efficiency with which the Parties collaborated to conduct the litigation, the fee and cost request is fair and reasonable. HH Decl. ¶16.

IV. PRELIMINARY APPROVAL IS WARRANTED

Rules of Court, rule 3.769 conditions the settlement of a class action on court approval, which is generally evaluated under the federal standards applicable under Rule 23 of the Fed. R. Civ. P. 23. *See Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337 (2012) (stating that Rule 3.769 requires the trial court to determine "that the settlement is fair, reasonable and adequate to all concerned"); *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026 (stating that Rule 23(e) requires the trial court to determine "whether a proposed settlement is fundamentally fair, adequate, and reasonable"). To be approved, a settlement must be "fair, reasonable and adequate to all concerned." *Reed*, 208 Cal.App.4th at 337. Settlement is the preferred means of dispute resolution, particularly in complex class action litigation. *See In re Syncor ERISA Litig.* (9th Cir. 2008) 516 F.3d 1095, 1101. The Court's role in evaluating a proposed settlement is limited to ensuring that the agreement taken as a whole is fair, and is not the product of fraud or collusion between the negotiating parties. *See, e.g., Hanlon*, 150 F.3d at 1027. There is an initial presumption of fairness when the settlement agreement was negotiated at arms' length by experienced counsel. *See, e.g., Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130. A trial court's decision to approve a class action settlement is within the sound discretion for the trial judge and may be reversed only if the trial court acted outside of its broad discretion. *See Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 407.

A. Standard for Preliminary Approval

To make a fairness determination, the Court should consider several factors, including: "The strength of plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, [and] the experience and views of counsel." *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1801. "The list of factors is not exclusive and the Court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc., supra*, 91 Cal.App.4th at 245. It should be noted that the reasonableness of a settlement is not dependent upon its actual value approaching the potential recovery plaintiff might have received if he had succeeded at trial, *Sutter Health Unins. Pricing Cases* (2009) 171 Cal.App.4th 495, 511 (emphasizing that the court must be mindful that "[t]he … class case could have gone to an incredibly lengthy and expensive jury trial, and the class could have lost the case" and must account for that likelihood in discounting the value of the claims for settlement purposes [emphasis in original]). As discussed below, the proposed settlement is fair, adequate and reasonable in light of the overall balance of factors in this case.

B. The Strength of Plaintiff's Case

1. Unpaid Wage Claims

Plaintiffs' strongest claim related to the payment of regular wages eight (8) days after the close of bi-weekly pay periods. This would be a violation of Labor Code Sec. 204 as payments were "more than seven calendar days following the close of the payroll period." This issue would not be actionable as a class claim, however, because there is no individual remedy available. Plaintiffs may only collect civil penalties under Labor Code Section 210, which would be a component of Plaintiff's PAGA claim. HH Decl., ¶17.

The vast majority of class members, as drivers, would be entitled to weekly overtime only as they would be exempted from daily overtime under Wage Order 9. Plaintiffs contended that certain non-discretionary payments, such as shift differentials, were not factored into the regular rate of pay for calculation of weekly overtime. This underpayment, however, appeared across only 809 of the workweeks and the amounts owed would be negligible. HH Decl., ¶18.

Plaintiffs further contended that they were verbally promised a sign-on bonus, which was never paid. Informal discovery, however, revealed no support for such any such bonus. HH Decl., ¶19.

Based on the foregoing, no value is attributed to the Plaintiffs' unpaid wage claims. HH Decl., ¶20.

2. Meal Breaks and Rest Breaks

Plaintiffs' efforts to advance meal and rest break claims on behalf of drivers would be barred by the FMCSA's determination of preemption of California's meal and rest break laws for interstate drivers by federal Hours of Service regulations. *See* California's Meal and Rest Break Rules for Drivers of Passenger-Carrying Commercial Motor Vehicles (Docket No. FMCSA-2019-004885) 85 Fed. Reg. 3469 (Jan. 21, 2020); *Int'l Brotherhood of Teamsters, Local 2785 v. Federal Motor Carrier Safety Administration* (9th Cir. 2021) 986 F.3d 841 (upholding FMCSA preemption determination as to property carrying commercial motor vehicles). Accordingly, no value was attributed to this claim for drivers. HH Decl., ¶21.

As to meal and rest break claims for non-drivers, the maximum available exposure assuming 4,575 violations (five violations a workweek), comes to $249,457.16 with interest. Defendant contended that non-drivers were subject to CBAs that made legally compliant allowances for meal and rest break claims. As such, the value of a meal and rest claim is not assessed at more than 25% of the assessed exposure, or $62,364.29. HH Decl., ¶22.

3. Waiting Time Penalties

Plaintiffs contended that Defendant issued final wages not upon the date of termination or within 72 hours of separation, but on the subsequent pay day. Plaintiffs' analysis revealed that final undisputed wages were paid on average 13.6 days after separation dates. At 98 former employees, waiting time penalties would calculate to $266,560 ($25.00/hr x 13.6 days x 8 hours/day), which is value attributed by Plaintiffs to this claim. HH Decl., ¶23.

4. Wage Statement Penalties

Plaintiffs claimed that Defendant did not issue wage statements to employees on paydays, who were by and large paid by direct deposit, and that employees had access to their physical wage statements only to the extent they were at the company office. Defendant countered that wage statements were made available electronically and employees could access them at any time and that this satisfied their obligations to provide wage statements under Labor Code Sec. 226. Accordingly, Plaintiffs do not attribute any value to this claims as the wage statements were otherwise compliant with the presentation requirements under Labor Code Sec. 226. HH Decl. ¶24.

5. Unreimbursed Business Expenses

Per Defendant's handbook, employees were responsible for maintaining their uniforms. Also, employees used their personal cell phones for work related communications but were not reimbursed. At $15.00 in reimbursement owed per pay period for cell phone use, damages come to $80,730. Doubling that for uniform maintenance, damages come to $161,460, the value attributed to this claim. HH Decl. ¶25.

6. PAGA Claims

Plaintiffs' claim for late payment of regular wages would trigger heightened civil penalties under Labor Code Sec. 210 with $100 for each initial violation and $200 "plus 25 percent of the amount unlawfully withheld" for each subsequent penalty. Assessing penalties across 4,027 pay periods, with initial penalties for the pay periods prior to January 18, 2024 (date of the initial PAGA notice) and subsequent penalties for the pay periods after that date, results in exposure of $784,787.50, the potential maximum in available penalties. The 25% withheld amount assumes average earnings of $2,750 per pay period, i.e. $687.50. HH Decl. ¶26.

Applying an 80% reduction to maximum penalties results in a potential exposure of $156,957.50. HH Decl. ¶27. *See e.g.*, *Fleming v. Covidien* (C.D. Cal. Aug. 12, 2011) 2011 WL 7563047 at *4 (reduction of PAGA civil penalties for wage statement violations from $2,800,000 to $375,000, because employees suffered no injury, defendants were not aware that their wage statements violated the law, and that they took prompt steps to correct violations.) The intention of PAGA penalties is not to serve a punitive or compensatory purpose but to sufficiently act as a deterrent to future Labor Code violations. Moreover, a court may readily conclude that a lower penalty assessment, or a nominal one, will suffice as this Defendant is a smaller employer. Defendant represented that the delay of payment by one day was due to a technical oversight and that the issue has since been corrected. Plaintiffs do not believe that any six figure PAGA penalty recovery is very realistic in this case. In light of the foregoing, the Parties' $20,000 allocation for release of the PAGA claims reflects a very fair compromise and is extremely reasonable. HH Decl. ¶27.

C. Risks and Uncertainty

Although Plaintiffs steadfastly maintain that their claims are meritorious, they acknowledge that their position includes real risks and uncertainty. In deciding whether to approve the settlement, the Court must balance the risk factors against an "understanding of the amount in controversy and the realistic range of outcomes of the litigation." *Kullar*, 168 Cal.App.4th at 130, 133; *Munoz*, 186 Cal.App.4th at 408-09. In this case, the settlement is fair and adequate when compared to the total potential exposure and the risks inherent in Plaintiffs' claims. HH Decl. ¶28.

As courts have observed, "simply because a settlement may amount to only a fraction of the potential recovery does not in itself render it unfair or inadequate. Compromise is the very nature of settlement." *Boyd v. Bechtel Corp.* (C.D. Cal. 1979) 485 F. Supp. 610, 618. In this case, Plaintiffs consider the settlement to be significantly more than a "fraction," particularly considering the various potential complications, dangers and pitfalls that proceeding would entail. HH Decl. ¶28.

In addition to considering the value of immediate payment for Settlement Class Members, Plaintiffs' counsel discounted the value of the class claims based on a variety of factors, including FMCSA pre-emption determination that would bar drivers from seeking recovery for of meal and rest break violations under California law. Thus, the valuation was warranted. HH Decl. ¶¶21-22.

The potential penalties were deemed to be substantial claims. Defendant would certainly raise the good-faith dispute defense to the waiting time penalty claims, potentially precluding their imposition[1]. Success on the penalty claims would require proving that the Defendant's conduct was "willful." As to PAGA claims, there existed a high likelihood of a nominal award on account of Alvand being a smaller employer who took remedial action. HH Decl. ¶¶23-24, 26-27.

In short, Plaintiffs' ability to prevail on certification and merits was far from certain. There is the risk that prolonged litigation would likely have produced a worse result for Settlement Class Members. Thus, this factor supports preliminary approval.

D. Risk, Expense, Complexity, and Duration of Further Litigation

This factor also weighs in favor of settlement approval. The parties had engaged in

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[1] *See, e.g.*, Cal. Code Regs. § 13520 (a good-faith dispute exists to a claim for waiting time penalties "when an employer presents a defense, based in law or fact which, if successful, would preclude any recovery on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist.").

significant review and assessment of the asserted claims which included expert assistance. Defendant could have moved for summary adjudication on all or some of the claims. Moreover, preparation for class certification and trial remained for the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiffs and/or summary judgment ruling. As a result, the parties would incur considerably more attorneys' fees and costs through trial. This settlement avoids those risks and the accompanying expense. HH Decl. ¶26. Hence, an additional support for a preliminary approval.

E. Risk of Maintaining Class Action Status

To the extent any claims were certified, Defendant would certainly seek to decertify them. Absent settlement, there was a risk that there would never be a certified class. HH Decl. ¶29. Thus, this factor, too, supports preliminary approval of the settlement.

F. Amount Offered in Settlement Given Realistic Value of Claims

This proposed settlement provides a fair and reasonable monetary recovery for the Class in the face of disputed claims and significant hurdles. HH Decl. ¶25. Courts recognize that the reasonableness of a settlement is not dependent upon it approaching the potential recovery plaintiffs might receive if successful at trial. *See In re Omnivision Tech., Inc.* (N.D. Cal. Jan. 9, 2008) 2008 WL 123936; *see also Nat'l Rural Telecomm. Coop. v. Directv, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 527 ("well settled law that a proposed settlement may be acceptable even though it amounts to only a fraction of the potential recovery"); *Officers for Justice v. Civil Serv. Comm* (9th Cir. 1982) 688 F. 2d 615, 628 (it is "the complete package, taken as a whole rather than the individual component parts, that must be examined for overall fairness"). The $375,000 Gross Settlement Amount captures 76.5% of the $490,384.29 assessed case value on viable class claims, which is extremely favorable given the significant risk factors described above. HH Decl. ¶28.

G. Discovery Completed and the Status of Proceedings

The lawsuit involved informal discovery which included the production of significant payroll and timekeeping records, and information regarding the size and makeup of the putative class. It was only after the completion of this process and expert analysis that the parties participated in mediation and thereafter reached the proposed settlement. HH Decl. ¶¶9 & 10. Here is an additional factor germane to the preliminary approval.

H. The Experience and Views of Counsel

"Parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *In re Pacific Enterprises Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 378. Here, Plaintiffs are represented by competent and experienced counsel who pressed Plaintiffs' claims forward against a reputable employment defense firm. Class Counsel possesses extensive experience litigating wage and hour class actions from the plaintiff side and has been appointed as class counsel in numerous cases alleging similar claims. HH Decl. ¶¶2-3, Declaration of Zorik Mooradian (hereinafter "ZM Decl.") ¶¶2-5, Declaration of Kevin A. Lipeles (hereinafter "KL Decl.") ¶¶9-15. Class Counsel conducted review and analysis of Defendant's practices and timekeeping and payroll records and drew on its extensive experience in similar cases to effectively assess the strengths and weaknesses of Plaintiffs' claims. The settlement was also reached with the input and assistance of an experienced and respected neutral mediator. HH Decl. ¶¶9 & 10. This factor strongly supports preliminary approval. *See, Kullar, supra*, 168 Cal.App.4th at 130 ("The court undoubtedly should give considerable weight to the competency and integrity of counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement represents an arm's length transaction entered without self-dealing or other potential misconduct.").

V. THE PRELIMINARY APPROVAL STANDARD HAS BEEN MET

The Court should grant preliminary approval of the settlement and direct that notice be given if the proposed settlement when it: (1) falls within the range of possible approval; (2) appears to be the product of serious, informed and non-collusive negotiations; and (3) has no obvious deficiencies. *See* Manual for Complex Litigation § 30.41 (3rd Ed. 1995); 4 Newberg on Class Actions § 11:24-25 (4th Ed. 2013).

The proposed settlement reflects a substantial portion of the estimated recovery that the Settlement Class could reasonably expect in light of the potential litigation risks. As well, the proposed settlement is for a sizable sum in light of the strong defenses and provides for significant individual recovery. In accordance, the proposed settlement is within the range of possible approval for communication of a notice in conformity and consideration thereof by the Settlement Class. The Court will have the opportunity to again assess the reasonableness of the settlement after the Class has had the opportunity to opt-out or object. HH Decl. ¶31.

A. The Settlement Resulted From Serious, Informed, and Non-Collusive Negotiations

This proposed class-wide settlement is the result of arm's-length negotiations by counsel, punctuated by a full-day mediation session before an experienced mediator and is, therefore, entitled to an initial presumption of fairness. *See Kullar,* 168 Cal.App.4th at 130. Plaintiffs reviewed data for the class and conducted analysis of the data and records, with the participation of an expert, to arrive at their estimated damage figures. HH Decl. ¶¶9-10, 17-28.

The parties reached an agreement to mediate before Mr. David S. Phillips, a respected neutral mediator and were able to agree to a resolution at mediation. They then finalized their Settlement Agreement, basing it on the LASC model. HH Decl. ¶10. Therefore, this factor also supports preliminary approval.

B. Provisional Class Certification is Appropriate Here

"Litigation by class action has long been recognized as a superior method of resolving wage and hour claims in California." *Martinez v. Joe's Crab Shack Holdings* (2014) 231 Cal.App.4th 362, 367. Class certification is appropriate when there exists "an ascertainable and sufficiently numerous class, a well-defined community of interest, and substantial benefits from certification that render proceeding as a class superior to alternatives." *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021. As the Supreme Court has noted, "[c]laims alleging a uniform policy consistently applied to a group of employees in violation of the wage and hour laws are of the sort routinely, and properly, found suitable for class treatment." *Id*. at 1033. This is exactly such a case.

1. The Proposed Class Is Ascertainable and Numerous

A class is "ascertainable" where the members "may be readily identified without unreasonable expense or time by reference to official [or business] records." *See Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919 (alterations in original). Here, the proposed Class is defined by reference to two objective characteristics: (1) individuals who worked as non-exempt employees for Defendant Alvand in California, and (2) were employed by Defendant Alvand at some time during the Class Period. Therefore, Class Members can be identified from Defendant's personnel and other employment records. As to numerosity, the Class consists of around 200 individuals, making it highly impracticable to bring all class members before the Court. HH Decl. ¶7.

2. The Community of Interest Requirements for Class Treatment are Met

"[T]he community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." *Brinker*, 53 Cal.4th at 1021.

a. Common Issues of Law and Fact Predominate

The focus in a certification dispute is not on the merits of the case, but rather on what types of questions, "common or individual," are likely to arise in the action. *See Sav-On Drug Store, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 327. "Common questions of law and fact are required in order to assure the interests of the litigants and the Court are furthered by permitting the suit to proceed as a class action rather than in a multiplicity of separate suits." *Cohen v. DIRECTV, Inc.* (2009) 178 Cal.App.4th 966, 975. Where the defendant systematically engages in policies and practices that allegedly violate the Labor Code and subject all of its employees to the same unlawful conduct, common questions of law and fact will predominate over individualized issues. *See, e.g, Ghazaryan v. Diva Limousine, Ltd.* (2008) 169 Cal.App.4th 1524, 1538 (holding that a class of limousine drivers challenging their compensation plan was proper for class treatment). Here, the predominance factor is met because each claim challenges an alleged common policy or practice that Plaintiffs contend are illegal. Plaintiffs' claims under the Labor Code are predicated on: a failure to pay wages owed; expense reimbursement policies and practices. These sorts of claims are commonly held to be proper for class certification. *See, e.g., Williams v. Superior Court* (2013) 221 Cal.App.4th 1353, 1371 (certifying class based on uncompensated work time).

b. The Claims of Named Plaintiffs are Typical

The typicality requirement is satisfied where class representatives have claims that are typical of those of the rest of the class. *B.WI. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347 (finding typicality satisfied where named Plaintiff purchased the same goods as the putative class in a consumer class action). Here, the claims of Plaintiffs are typical of those held by the members of the proposed Class. First, Plaintiffs were employed by Alvand during the proposed Class Period and were subject to its wage and hour practices. Second, Plaintiffs claim they were injured by the same challenged practices they claim injured the Class as a whole. Therefore, Plaintiffs have suffered the same alleged injuries as the other members of the Class and satisfy the typicality requirement.

c. Plaintiffs & Class Counsel Will Fairly & Adequately Represent the Class

The adequacy of representation requirement examines conflicts of interest between named parties and the class they seek to represent. *See Capital People First v. State Dept. of Developmental Services* (2007) 155 Cal.App.4th 676, 697. A party's claim of representative status will only be defeated by a conflict that "goes to the very subject matter of the litigation." *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470. Here, Plaintiffs and their counsel will adequately represent the class as there are no conflicts between the named Plaintiffs and the Class they seek to represent, and Plaintiffs have claims that are in line with those of the class. Declaration of Luis Coto Alfaro, ¶¶3&4, Declaration of Mishayla Monique Mosby, ¶5, HH Decl. ¶5, ZM Decl. ¶7, KL Decl. ¶3. Plaintiffs' counsel also has extensive experience in wage and hour class action litigation. HH Decl. ¶¶2-6, ZM Decl. ¶¶2-5, KL Decl. ¶14. For these reasons, the Court should provisionally certify the proposed Class.

3. Class-Wide Settlement is Superior to Other Available Methods of Resolution

Here, the alternative method of resolution would be multiple individual lawsuits, challenging the same alleged wage and hour policies and practices of Alvand, and each seeking a small amount of damages. Such duplicative litigation would be extremely inefficient and costly for the courts and wasteful for judicial forums that would otherwise devote resources to other matters. HH Decl. ¶32. In light of these concerns, a class action is the superior method of resolving these wage and hour claims. *Martinez*, 231 Cal.App.4th at 367 ("Litigation by class action has long been recognized as a superior method of resolving wage and hour claims in California.")

VI. THE COURT SHOULD ORDER DISTRIBUTION OF THE PROPOSED NOTICE

This Court should order distribution to the Class Members of the proposed Class Notice in both English and Spanish by first-class mail. S.A. ¶¶1.11 and 7.4. This manner of giving notice is the "best notice practicable" under the circumstances because it provides "individual notice to all members who can be identified through reasonable effort." *See Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 173. As a general rule, class notice must strike a balance between thoroughness and the need to avoid unduly complicating the content of the notice and confusing class members. *Wershba*, 911 Cal.4th at 252. The proposed Notice of Settlement is attached as Exhibit A to the Settlement Agreement. S.A. ¶5, Ex. A.

Here, the Parties propose that the settlement be administered by Phoenix Settlement Administrators ("Phoenix" or "Settlement Administrator"), an experienced class action settlement administrator. S.A. ¶1.2. The Settlement Administrator's duties are detailed in the Class Action and PAGA Settlement Agreement. S.A. ¶¶4 & 7. Class Members' addresses are ascertainable through Defendant's personnel and payroll records. To the extent that the addresses of former employees have changed, Phoenix will run all the addresses provided through the United States Postal Service Notice of Change Of Address database (which provides updated addresses for any individual who has moved in the previous four years and has notified the U.S. Postal Service of a forwarding address) and perform skip traces to obtain current address information. *Id*. The Settlement Agreement allocates a maximum of $9,000 for administration expenses, which is appropriate in light of the number of class members and the size of the settlement and the extent of work to be performed in administrating the settlement of the class. S.A. ¶3.2.3. Plaintiffs have secured a bid from Phoenix to administer the settlement for $8,000. HH Decl., ¶33, Exh. C.

The content of the proposed Class Notice satisfies Cal. Rules of Court, rule 3.769(d) because it advises class members of the nature of the claims, basic contentions and denials of the parties and the key terms of the settlement, the deadline to opt-out, or object to the settlement and the procedure by which to do so, explains the recovery formula and expected recovery amount for each class member, and advises them that they will be bound by the terms of the settlement if they do not request exclusion. S.A. ¶7.4.2, Ex. A. The proposed Class Notice will also notify Settlement Class Members of the final approval hearing date and provides the contact information for Class Counsel, and advises Settlement Class Members that they may enter an appearance through counsel if they wish to. This manner of giving notice satisfies Cal. Rules of Court, rule 3.769(e) as the most reliable and cost-effective method of reaching Settlement Class Members.

VII. THE PAGA ALLOCATION AND PAYMENTS SHOULD BE APPROVED

The Settlement allocates $20,000 for resolution of Plaintiff's PAGA claim with $15,000 (75%) payable to the LWDA and $5,000 (25%) payable to Aggrieved Employees. S.A. ¶3.2.5. Aggrieved Employees consist of persons who are employed or have been employed by Defendant in the state of California as non-exempt employees during the period of time from January 18, 2023 to July 7, 2025. S.A. ¶¶1.4 & 1.31. Plaintiff Coto's PAGA notice was communicated to the LWDA and Defendant on January 18, 2024 and was assigned case number LWDA-CM-1005740-24. Plaintiff Mosby's notice is dated November 7, 2024 and was assigned case number LWDA-CM-1060684-24. HH. Decl., ¶13, Exh. "B". To the extent an Aggrieved Employee is also a Settlement Class Member, they will receive their

Individual PAGA Settlement Payment even if they submit an exclusion request. As required, this Motion and all supporting papers will be concurrently submitted to the LWDA.

VIII. THE COURT SHOULD SET A FINAL APPROVAL HEARING

The Parties request that this Court set a hearing for final approval of the settlement on a date appropriately scheduled to follow the deadline by which Settlement Class Members must file objections to the settlement or opt-out. *See* Cal. Rule of Court, rule 3.769. The parties propose that the final papers in support of the settlement be filed and served no later than 14 days prior to the hearing on final approval, and that the hearing on final approval of the settlement be set 120 days after the date of the preliminary approval hearing, to allow a reasonable period for notice and administration, and an opportunity to object to the settlement, without excessive delay to the Class as to the receipt of their settlement shares.

IX. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court preliminarily approve the proposed settlement, provisionally certify the Settlement Class, and enter the Proposed Order submitted concurrently herewith.

Dated: August 27, 2025

MOORADIAN LAW, APC
SOLOUKI SAVOY, LLP

By:*/s/Haik Hacopian*______________________
Zorik Mooradian, Esq.,
Haik Hacopian, Esq.,
Kevin A. Lipeles, Esq.
Attorneys for Plaintiffs, individually and on behalf of other persons similarly situated and similarly aggrieved employees

Declaration of HAIK HACOPIAN

DECLARATION OF HAIK HACOPIAN

I, Haik Hacopian, declare as follows:

1. I am an attorney at law duly licensed to practice law in the state of California. I work with Mooradian Law, APC and, along with Zorik Mooradian, am counsel for Plaintiff Luis Coto Alfaro and seek appointment as Class Counsel in the class action lawsuit entitled *Luis Coto Alfaro, Mishayla Monique Mosby, individually and on behalf of other persons similarly situated and similarly aggrieved employees v. Alvand Transportation Corp.*, and bearing Los Angeles County Superior Court Case No. 24STCV01452. 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 am a 2010 graduate of St. John's University School of Law. I was admitted to the New York State Bar in February of 2011 and was assigned Registration Number 4895728. I was admitted to The State Bar of California on April 25, 2012 and was assigned State Bar Number 282361 and have been active and in good standing since. I have been involved in the litigation of complex cases at all stages throughout my career including wage and hour class actions and representative PAGA actions. I am currently actively involved with numerous class action and PAGA matters in various litigation stages.

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

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24007 Ventura Blvd., Suite 210
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(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. Coto 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 $375,000 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 Mr. Davis S. Phillips, a respected neutral mediator.

7. Defendant Alvand Transportation Corp. (Alvand) is a charter and shuttle bus service provider based in Sun Valley. As of the date of mediation, the class consisted of 196

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24007 Ventura Blvd., Suite 210
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(818) 487-1998

individuals, 177 drivers and 19 non-drivers (dispatchers, mechanics, etc.). Class Members worked 10,752 workweeks through the date of mediation. There are also 161 Aggrieved Employees who worked at least 4,076 bi-weekly pay periods. Both Plaintiffs were charter bus drivers. Plaintiff Coto was employed from May 2, 2023 to June 25, 2023. Plaintiff Mosby was employed from June 19, 2024 to October 1, 2024. The average hourly rate of pay is $25.00. Alvand was subject to the Federal Motor Carrier Safety Administration's ("FMCSA") Hours of Service Regulations as an interstate transit operator.

8. On August 20, 2025, pursuant to leave granted by the Court, Plaintiff Luis Coto Alfaro filed a Second Amended Complaint adding Plaintiff Mishayla Monique Mosby as an additional named plaintiff, and adding causes of action for: (i) Failure to Pay Reporting Time Wages, and (ii) Failure to Maintain Employment Records and/or Allow Inspection of Employment Records, as asserted in the Mosby Action, to effectuate comprehensive settlement of class claims. The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint.").

9. The Parties have conducted investigation of the operative facts and applicable law during the pendency of the case through informal discovery requests. Prior to mediation, Plaintiffs obtained copies of the employee handbook, a class list with hire dates, termination dates, and job titles. Plaintiffs also received a 15% sample of time and payroll data which was analyzed by an expert. Time records consisted of driver trip sheets and Hours of Service Reports.

10. On May 6, 2025, Plaintiffs and Defendant participated in a full-day mediation before Mr. David S. Phillips. The Parties were able to reach a resolution at the mediation and entered into a Memorandum of Understanding ("MOU"). The Parties ultimately entered into their Class Action and PAGA Settlement Agreement incorporating the MOU's terms and which was based on the LASC model agreement for class and PAGA settlements, a true and correct copy of the final executed version of which is attached hereto as **Exhibit "A"**.

11. If the Court approves this settlement, Defendant will pay the gross sum of $375,000 ("Gross Settlement Amount" or "GSA") which will be used to fund this Settlement

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and make payments to Class Members, who will be paid on an all-in non-reversionary opt-out basis. The Gross Settlement Amount excludes the employer share of taxes on the wage component of the Settlement which will be separately funded by Defendant.

12. The Net Settlement Amount to be distributed to Settlement Class Members calculates to $169,750 after deductions from the Settlement Amount for: (1) $131,250 (35% of the Gross Settlement Amount) for attorneys' fees, (2) $25,000 for litigation costs, (3) $20,000 for the Service Awards to Plaintiffs ($10,000 each), (4) $9,000 in settlement administration costs, (5) a $15,000 payment to the LWDA as its 75% share of the $20,000 allocated to settlement of Plaintiffs' PAGA claims, and (6) a $5,000 distribution to Aggrieved Employees for their 25% share of the PAGA allocation. The approximate estimated simple average class settlement payment, assuming maximum awards and participation by 200 individuals, calculates to $848.75 ($169,750 ÷ 200).

13. I am unaware of any other cases or claims that would be impacted by this Settlement. I am unaware of any other pending wage and hour lawsuits against Defendant or lawsuits implicating wage and hour claims of the proposed settlement class here. Defendant has not filed any Notice of Related Cases or informed my office of any overlapping or related lawsuits, pending or otherwise. A search for other PAGA notices filed against Defendant Alvand Transportation Corp. on the LWDA's online database shows the PAGA notices submitted by both Plaintiffs. Attached hereto as **Exhibit "B"** are true and correct copies of the PAGA Notices communicated on behalf of Plaintiffs to Defendant and the LWDA on January 18, 2024 and on November 7, 2024.

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

15. The Parties have agreed to an attorneys' fees award of $131,250, which is thirty-five percent (35%) of the Gross Settlement Amount of $375,000, and payment of documented litigation costs and expenses up to $25,000. My office and co-counsel will submit detailed support for the request for a fee award along with Plaintiffs' motion for final approval

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of the settlement. For now, I submit that the requested fee is fair compensation for undertaking a complex, risky, expensive, and potentially time-consuming litigation involving two cases on a purely contingent fee basis. Here, my office and co-counsel have incurred substantial attorneys' fees independently conducting pre-filing investigations, analyzing the claims, litigating the cases, conducting legal research and analysis, reviewing significant documentary and electronic records produced by Defendant, performing data analysis of employee timekeeping data and payroll records, preparing for and attending a full-day mediation, negotiating the settlement, preparing and amending the long-form Class Action and PAGA Settlement Agreement, Class Notice, and preparing this Motion for Preliminary Approval, and otherwise aggressively pursuing the interests of the putative class.

16. I submit that the request for attorneys' fees is reasonable when viewed as an overall percentage of the settlement as well as with reference to counsel's loadstar. In light of the risks and significant work undertaken by my office and co-counsel, the results obtained for the class, and the efficiency with which the Parties collaborated to conduct the litigation, the fee and cost request is fair and reasonable. The attorneys' fees awarded pursuant to the Settlement are to be paid 80% to Mooradian Law, APC and 20% to Lipeles Law Group, APC in accordance with the Joint Prosecution Agreement entered into by counsel and consented to by Plaintiffs.

17. Plaintiffs' strongest claim related to the payment of regular wages eight (8) days after the close of bi-weekly pay periods. This would be a violation of Labor Code Sec. 204 as payments were "more than seven calendar days following the close of the payroll period." This issue would not be actionable as a class claim, however, because there is no individual remedy available. Plaintiffs may only collect civil penalties under Labor Code Section 210, which would be a component of Plaintiff's PAGA claim.

18. The vast majority of class members, as drivers, would be entitled to weekly overtime only as they would be exempted from daily overtime under Wage Order 9. Plaintiffs contended that certain non-discretionary payments, such as shift differentials, were not factored into the regular rate of pay for calculation of weekly overtime. This underpayment,

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however, appeared across only 809 of the workweeks and the amounts owed would be negligible.

19. Plaintiffs further contended that they were verbally promised a sign-on bonus, which was never paid. Informal discovery, however, revealed no support for such any such bonus.

20. Based on the foregoing, no value is attributed to the Plaintiffs' unpaid wage claims.

21. Plaintiffs' efforts to advance meal and rest break claims on behalf of drivers would be barred by the FMCSA's determination of preemption of California's meal and rest break laws for interstate drivers by federal Hours of Service regulations. Accordingly, no value was attributed to this claim for drivers.

22. As to meal and rest break claims for non-drivers, the maximum available exposure assuming 4,575 violations (five violations a workweek), comes to $249,457.16 with interest. Defendant contended that non-drivers were subject to CBAs that made legally compliant allowances for meal and rest break claims. As such, the value of a meal and rest claim is not assessed at more than 25% of the assessed exposure, or $62,364.29.

23. Plaintiffs contended that Defendant issued final wages not upon the date of termination or within 72 hours of separation, but on the subsequent pay day. Plaintiffs' analysis revealed that final undisputed wages were paid on average 13.6 days after separation dates. At 98 former employees, waiting time penalties would calculate to $266,560 ($25.00/hr x 13.6 days x 8 hours/day), which is value attributed by Plaintiffs to this claim.

24. Plaintiffs claimed that Defendant did not issue wage statements to employees on paydays, who were by and large paid by direct deposit, and that employees had access to their physical wage statements only to the extent they were at the company office. Defendant countered that wage statements were made available electronically and employees could access them at any time and that this satisfied their obligations to provide wage statements under Labor Code Sec. 226. Accordingly, Plaintiffs do not attribute any value to this claims as the wage statements were otherwise compliant with the presentation requirements under

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24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
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Labor Code Sec. 226.

25. Per Defendant's handbook, employees were responsible for maintaining their uniforms. Also, employees used their personal cell phones for work related communications but were not reimbursed. At $15.00 in reimbursement owed per pay period for cell phone use, damages come to $80,730. Doubling that for uniform maintenance, damages come to $161,460, the value attributed to this claim.

26. Plaintiffs' claim for late payment of regular wages would trigger heightened civil penalties under Labor Code Sec. 210 with $100 for each initial violation and $200 "plus 25 percent of the amount unlawfully withheld" for each subsequent penalty. Assessing penalties across 4,027 pay periods, with initial penalties for the pay periods prior to January 18, 2024 (date of the initial PAGA notice) and subsequent penalties for the pay periods after that date, results in exposure of $784,787.50, the potential maximum in available penalties. The 25% withheld amount assumes average earnings of $2,750 per pay period, i.e. $687.50.

27. Applying an 80% reduction to maximum PAGA penalties results in a potential exposure of $156,957.50. The intention of PAGA penalties is not to serve a punitive or compensatory purpose but to sufficiently act as a deterrent to future Labor Code violations. Moreover, a court may readily conclude that a lower penalty assessment, or a nominal one, will suffice as this Defendant is a smaller employer. Defendant represented that the delay of payment by one day was due to a technical oversight and that the issue has since been corrected. Plaintiffs do not believe that any six figure PAGA penalty recovery is very realistic in this case. In light of the foregoing, the Parties' $20,000 allocation for release of the PAGA claims reflects a very fair compromise and is extremely reasonable.

28. The settlement is fair and adequate when compared to the total potential exposure and the risks inherent in Plaintiffs' claims. I consider the settlement to be significantly more than a "fraction" of potential recovery, particularly considering the various potential complications, dangers and pitfalls that proceeding would entail. This proposed settlement provides a fair and reasonable monetary recovery for the Settlement Class in the face of disputed claims and significant hurdles. The $375,000 Gross Settlement Amount

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24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
(818) 487-1998

captures 76.5% of the $490,384.79 assessed case value on viable class claims, which is extremely favorable given the significant risk factors described above.

Claim	**Exposure**	**Discount Applied**	**Value**
Unpaid Wages	$0	0%	$0
Meal and Rest Period	$249,457.16	75%	$62,364.29
Unreimbursed Business Expenses	$161,460	0%	$161,460
Waiting Time	$266,560	0%	$266,560
Wage Statement	$0	0%	$0
	$677,477.16		$490,384.29

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

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

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

32. The alternative method of resolution of the claims asserted here would be multiple individual lawsuits, challenging the same alleged wage and hour policies and

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practices of Defendant, and each seeking a small amount of damages. Such duplicative litigation would be extremely inefficient and costly for the courts and wasteful for judicial forums that would otherwise devote resources to other matters.

33. Attached hereto as **Exhibit "C"** is a true and correct copy of the administration quote for $8,000 provided by the proposed settlement administrator, Phoenix Settlement Administrators, which is less than the $9,000 maximum contemplated by the settlement.

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

Executed this 27th day of August 2025, in Calabasas, California.

/s/Haik Hacopian
Haik Hacopian, Declarant

Exhibit "A" – Executed Settlement Agreement

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff LUIS COTO ALFARO and Plaintiff MISHAYLA MONIQUE MOSBY ("Plaintiffs"), individually and on behalf of the other "Class Members" and "Aggrieved Employees" as defined herein, on the one hand, and Defendant ALVAND TRANSPORTATION CORP. ("Defendant"), on the other hand. The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiffs' lawsuits alleging wage and hour violations against Defendant captioned: (1) *Luis Coto Alfaro v. Alvand Transportation Corp.*, LASC Case No. 24STCV01452 initiated on January 18, 2024, and pending in Superior Court of the State of California, County of Los Angeles (the "Alfaro Action"); and (2) *Mishayla Monique Mosby v. Alvand Transportation Corp.*, LASC Case No. 24STCV29376 initiated on November 8, 2024, and pending in Superior Court of the State of California, County of Los Angeles (the "Mosby Action"). These lawsuits have been deemed related within the meaning of California Rules of Court, rule 3.3000(a).

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means "all current and former non-exempt, hourly paid employees who worked for Defendant Alvand Transportation Corp. in California at any time during the PAGA Period."

1.5. "Class" or "Settlement Class" means "all current and former non-exempt, hourly paid employees who worked for Defendant Alvand Transportation Corp. in California at any time during the Class Period."

1.6. "Class Counsel" means Zorik Mooradian and Haik Hacopian of MOORADIAN LAW, APC and Kevin A. Lipeles of LIPELES LAW GROUP, APC.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from January 18, 2020 to July 7, 2025.

1.13. "Class Representatives" means LUIS COTO ALFARO and MISHAYLA MONIQUE MOSBY, the named Plaintiffs in the Action seeking Court approval to serve as Class Representatives.

1.14. "Class Representative Service Payment(s)" means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Los Angeles.

1.16. "Defendant" means ALVAND TRANSPORTATION CORP., the named Defendant in the Action.

1.17. "Defense Counsel" means Rebecca L. Gombos and Evelyn Zarraga of LANDEGGER VERANO, ALC.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means $375,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below, and not including the employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any pay period that an Aggrieved Employee worked for Defendant within the State of California as a non-exempt, hourly paid employee during the PAGA Period.

1.31. "PAGA Period" means the period from January 18, 2023 to July 7, 2025.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiff Luis Coto Alfaro's January 18, 2024 letter (and any amendments or supplements thereto) to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a)., together with Plaintiff Mishayla Monique Mosby's November 7, 2024 letter (and any amendments or supplements thereto) to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties ($20,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($5,000.00) and 75% to LWDA ($15,000.00) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiffs" means LUIS COTO ALFARO and MISHAYLA MONIQUE MOSBY, the named Plaintiffs in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement to be mutually agreed upon by the Parties prior to Plaintiffs' presentation of the same to Court.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.41. "Released Parties" means: Defendant, and each of its former and present directors, officers, principals, trustees, shareholders, owners, managers, managing agents, exempt employees, representatives, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, and affiliates.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the date the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week that a Class Member worked for Defendant within the State of California as a non-exempt, hourly paid employee during the Class Period.

2. RECITALS.

2.1. On January 18, 2024, Plaintiff Luis Coto Alfaro commenced the lead action by filing a complaint alleging causes of action against Defendant for (1) Failure to Provide Meal Periods; (2) Failure to Provide Paid Rest Periods; (3) Failure to Pay Wages; (4) Failure to Timely Pay Wages at Termination/Separation; (5) Failure to Provide Accurate Wage Statements; (6) Failure to Reimburse Business Expenses; and (7) Violation of Unfair Business Practices Act – Bus. & Prof. Code §§17200, *et seq*. On May 24, 2024, Plaintiff Luis Coto Alfaro filed a First Amended Complaint alleging a cause of action against Defendant for Penalties Pursuant to California's Private Attorney General Act (Cal. Lab. Code §§ 2698 *et. seq.*). The Parties have agreed that Plaintiff Luis Coto Alfaro shall file a Second Amended Complaint adding Plaintiff Mishayla Monique Mosby as an additional named plaintiff, and alleging causes of action against Defendant for: (1) Failure to Maintain Records; (2) Failure to Pay Reporting Time Pay; and (3) Failure to Allow Inspection of Records. The Second Amended Complaint shall be the Operative Complaint in the Alfaro Action. Defendant denies the allegations in the Operative Complaint in the Alfaro Action, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. On November 8, 2024, Plaintiff Mishayla Monique Mosby commenced the related action by filing a complaint alleging causes of action against Defendant for (1) Failure to Pay Premium Overtime/Double Time Wages Due; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Timely Off Duty Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Maintain Records and Provide Accurate Itemized Wage Statements; (6) Failure to Reimburse Business Expenses; (7) Reporting Time Pay; (8) Failure to Allow Inspection of Employment Records; and (9) Unfair Competition. On January 28, 2025, Plaintiff Mishayla Monique Mosby filed a First Amended Complaint alleging a cause of action against Defendant for Penalties Pursuant to California's Private Attorney General Act (Cal. Lab. Code §§ 2698 et. seq.). The First Amended Complaint is currently the Operative Complaint in the Mosby Action. Defendant denies the allegations in the Operative Complaint in the Mosby Action, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4. On May 7, 2025, the Plaintiffs and Defendant participated in an all-day mediation presided over by David Phillips, Esq. which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiffs obtained, through confidential informal discovery, a sampling of Class Members' time and payroll records, Plaintiffs' time and payroll records, information related to class size and composition, as well as Defendant's written wage and hour policies and practices. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th

1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.6. The Court has not granted class certification.

2.7. Related Claims. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any pending matter or action, asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $375,000.00 and no more as the Gross Settlement Amount pursuant to Paragraph 4.3 below, and to separately pay Defendant's share of employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay any portion of the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than $10,000.00 to each Class Representative (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be $131,250.00 and a Class Counsel Litigation Expenses Payment of not more than $25,000.00. Class Counsel Fees Payment shall be allocated as follows: 80% to MOORADIAN LAW, APC and 20% to LIPELES LAW GROUP, APC. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses

Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $9,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $9,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Notwithstanding the treatment of the payments to each Participating Class Member, none of the payments called for by this Agreement, including the Wage Portions of the Individual Class Payments, are to be treated as earnings, wages, pay or compensation for the purpose of any applicable benefit or retirement plan, nor do any payments under this Agreement extend or alter Class Members' or Aggrieved Employees' period of employment for any purpose.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $20,000.00 to be paid from the Gross Settlement Amount, with 75% ($15,000.00) allocated to the LWDA PAGA Payment and 25% ($5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($5,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. 100% of the PAGA Penalties are allocated as penalties and not as wages. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are 196 Class Members who collectively worked a total of 10,752 Workweeks as of May 7, 2025 (i.e., as of the date the Parties participated in mediation).

4.2. Class Data. Not later than 15 business days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator within 30 days after the Effective Date. Defendant's payment of the Gross Settlement Amount and Defendant's share of payroll taxes is contingent upon receipt of the Administrator's payment instructions. Defendant's payment obligations with respect to the Gross Settlement Amount and Defendant's share of payroll taxes shall be met upon initiating the electronic transfer of funds in the amounts provided for in this Settlement Agreement pursuant to the Settlement Administrator's instructions. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount plus Defendant's share of employer payroll taxes, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 5 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective 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, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. In addition to the Released Class Claims and Released PAGA Claims described below, each Plaintiff, individually and on behalf of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, occurrences, demands, rights, liabilities and causes of action of every nature and description whatsoever, whether known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Settlement Agreement in connection with their employment or the termination thereof. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law cannot be waived, including, but not limited to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs each acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs each expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

5.2. Released Class Claims by Participating Class Members: 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 any and all claims that were or could have been alleged in the operative complaints in the Action that arose during the Class Period including without limitation with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay minimum wages owed; (c) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or provide premium pay for non-compliant rest periods; (e) failure to factor non-discretionary bonuses or other forms of non-discretionary compensation into the regular rate of pay; (f) failure to pay for all hours worked, including off-the-clock work, nonproductive time, rest and recovery periods, and time subject to rounding practices; (g) failure to pay reporting time pay; (h) failure to issue accurate, itemized wage statements and maintain payroll records; (i) failure to allow timely inspection of employment records; (j) failure to timely pay all wages due upon separation of employment; (k) failure to timely pay all wages due during employment, including late payment of regular wages; (l) failure to reimburse for necessary business expenses, including but not limited to expenses incurred for work-related use of personal cell phones, protective equipment such as gloves or masks, and maintenance or cleaning of uniforms; (m) non-provision of wage statements; (n) failure to pay promised referral or sign-on bonuses; (o) failure to pay for accrued or vested paid time off or vacation; (p) failure to make sufficient per diem payments; (q) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; (r) violation of or claims under the following sections of the California Labor Code, sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 227.3, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802; and (s) violation of the California Industrial Welfare Commission Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law. ("Released Class Claims"). Except for Plaintiffs' Release by Plaintiffs and as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits (other than paid time off and vacation), 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.

5.3. <u>Released PAGA Claims by Aggrieved Employees:</u> All Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, shall 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, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the operative complaints in the Action, the PAGA Notices (and any amendments thereto) and ascertained in the course of the Action, arising during or with respect to the PAGA Period. ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and shall entitle Defendant to bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. <u>No Potential Conflicts with Administrator</u>. Defendant and Defense Counsel are not aware of any potential conflicts of interest with the Administrator.

6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, Defendant, or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), the operative complaint in the Action (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses, including without limitation, calculating the

Individual Class Payments to be issued to Participating Class Members, Individual PAGA Payment to be issued to Aggrieved Employees, sending notices and translating same to Spanish, preparing all checks and mailings, establishing a qualified settlement fund and holding the various payments from Defendant comprising the Gross Settlement Amount and employer payroll taxes. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Tax Reporting. The Administrator will be responsible for calculating the applicable taxes and withholdings, including Defendant's employer payroll taxes owed on the Individual Class Payments, and for paying all taxes and withholdings to the applicable taxing or governmental authorities with the necessary reports, and submitting copies to Defense Counsel. The Administrator shall issue to Participating Class Members IRS Forms W-2 for the Wage Portions of the Individual Class Payments, IRS Forms 1099 for the Non-Wage Portions, and IRS Forms 1099 to Aggrieved Employees for Individual PAGA Payments, as described in this Agreement.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Period Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 7 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion 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). A Request for Exclusion is a letter from a Class Member or his/her 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.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class

Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so 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).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the

Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); and (b) the names of Class Members who have submitted invalid Requests for Exclusion.

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE** Based on its records, Defendant estimates there are a total of 10,752 Workweeks as of May 7, 2025 (i.e., as of the date the Parties participated in mediation). Should the total number of Workweeks worked by Participating Class Members during the Class Period increases by more than 10% of this figure (i.e., by more than 1,075 Workweeks), Defendant shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by Participating Class Members above 10% (i.e., if there is a 12% increase in the number of Workweeks worked by Participating Class Members, Defendant shall increase the Gross Settlement Amount by 2%).

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the operative complaint in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the

Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:
Zorik Mooradian, Esq.
Haik Hacopian, Esq.
MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
Calabasas, CA 91302
zorik@mooradianlaw.com
haik@mooradianlaw.com

To Defendant:

Rebecca L. Gombos, Esq.
Evelyn Zarraga, Esq.
LANDEGGER, VERANO, ALC
15760 Venture Blvd., Suite 1200
Encino, CA 91436
rebecca@landeggeresq.com
evelyn@landeggeresq.com

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: Aug. 25, 2025 PLAINTIFF LUIS COTO ALFARO

Firmado por:

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Luis Coto Alfaro,
Individually and as Class Representative

DATED: ____________________ PLAINTIFF MISHAYLA MONIQUE MOSBY

____
Mishayla Monique Mosby,
Individually and as Class Representative

DATED: ____________________ DEFENDANT
ALVAND TRANSPORTATION CORP.

____
By: Victor Alvandi, President

APPROVED AS TO FORM:

DATED: ____________________ MOORADIAN LAW, APC

____
Zorik Mooradian
Haik Hacopian
Counsel for Plaintiff Luis Coto Alfaro

DATED: ____________________ LIPELES LAW GROUP, APC

____
Kevin A. Lipeles
Counsel for Plaintiff Mishayla Monique Mosby

DATED: August 27, 2025 LANDEGGER, VERANO, ALC

____

Rebecca L. Gombos

Luis Coto Alfaro,
Individually and as Class Representative

DATED: ____________________ PLAINTIFF MISHAYLA MONIQUE MOSBY

Mishayla Monique Mosby,
Individually and as Class Representative

DATED: ____________________ DEFENDANT
ALVAND TRANSPORTATION CORP.

By: Victor Alvandi, President

APPROVED AS TO FORM:

DATED: Aug. 25, 2025 MOORADIAN LAW, APC

/s/Haik Hacopian

Zorik Mooradian
Haik Hacopian
Counsel for Plaintiff Luis Coto Alfaro

DATED: ____________________ LIPELES LAW GROUP, APC

Kevin A. Lipeles
Counsel for Plaintiff Mishayla Monique Mosby

DATED: August 27, 2025 LANDEGGER, VERANO, ALC

Rebecca L. Gombos

Rebecca L. Gombos

Luis Coto Alfaro,
Individually and as Class Representative

DATED: 08/26/2025

PLAINTIFF MISHAYLA MONIQUE MOSBY

Mishayla Mosby (Aug 26, 2025 15:01:54 PDT)

Mishayla Monique Mosby,
Individually and as Class Representative

DATED: ______________________

DEFENDANT
ALVAND TRANSPORTATION CORP.

By: Victor Alvandi, President

APPROVED AS TO FORM:

DATED: ______________________

MOORADIAN LAW, APC

Zorik Mooradian
Haik Hacopian
Counsel for Plaintiff Luis Coto Alfaro

DATED: August 26, 2025

LIPELES LAW GROUP, APC

Kevin A. Lipeles
Counsel for Plaintiff Mishayla Monique Mosby

DATED: August 27, 2025

LANDEGGER, VERANO, ALC

Rebecca L. Gombos

Evelyn Zarraga
Counsel for Defendant

EXHIBIT A

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

Luis Coto Alfaro v. Alvand Transportation Corp.
Los Angeles Superior Court Case Nos.: 24STCV01452 (Lead Case)
Mishayla Monique Mosby v. Alvand Transportation Corp.
Los Angeles Superior Court Case Nos.: 24STCV29376 (Related Case)

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 employee class action lawsuits ("Action") against ALVAND TRANSPORTATION CORP. ("Defendant") for alleged wage and hour violations. The Action was filed by Luis Coto Alfaro and Mishayla Monique Mosby ("Plaintiffs") and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt, hourly paid employees who worked for Defendant within the State of California at any time during the Class Period of January 18, 2020 to July 7, 2025 ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt, hourly paid employees who worked for Defendant within the State of California during the PAGA Period of January 18, 2023 to July 7, 2025 ("Aggrieved Employees").

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

Based on Defendant's 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 Defendant's 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 Defendant's 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/pay periods 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 Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be 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 a written Request for Exclusion notifying the Administrator of your request to be excluded. 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 Defendant. You cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment regardless of whether you opt-out of the Class Settlement.

Defendant 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 Defendant 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 ____________.**	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. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement.	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

Written Objections Must be Submitted by ______________.	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.
You Can Participate in the __________ Final Approval Hearing.	The Court's Final Approval Hearing is scheduled to take place on ____________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. **Written Challenges Must be Submitted by ____________.**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's 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 Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide compliant meal periods, rest breaks and accurate itemized wage statements, among other claims. 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: MOORADIAN LAW, APC and LIPELES LAW GROUP, APC ("Class Counsel"). Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. Defendant is represented by attorneys in the Action: LANDEGGER VERANO, ALC ("Defense Counsel").

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to 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 Defendant 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, Defendant does 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) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement 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) Defendant Will Pay $375,000.00 as the Gross Settlement Amount ("Gross Settlement"). Defendant has 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 Payments, 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, Defendant will fund the Gross Settlement within 30 days after the Judgment entered by the Court becomes 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 $131,250.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
b) Up to $10,000.00 to each named plaintiff as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
c) Up to $9,000.00 to the Administrator for services administering the Settlement.
d) Up to $20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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 Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes 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 Defendant 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, if applicable) 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 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. (https://www.sco.ca.gov/search_upd.html).

(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 ________, 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 ________________ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. 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) who are Aggrieved Employees remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA claims 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 Defendant have agreed that, in either case, the Settlement

will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

(8) Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (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) Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the "Released Class 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 Defendant or its related entities based on the Class claims alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the release of the following "Released Class Claims":

> 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 any and all claims that were or could have been alleged in the operative complaints in the Action that arose during the Class Period including without limitation with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay minimum wages owed; (c) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or provide premium pay for non-compliant rest periods; (e) failure to factor non-discretionary bonuses or other forms of non-discretionary compensation into the regular rate of pay; (f) failure to pay for all hours worked, including off-the-clock work, nonproductive time, rest and recovery periods, and time subject to rounding practices; (g) failure to pay reporting time pay; (h) failure to issue accurate, itemized wage statements and maintain payroll records; (i) failure to allow timely inspection of employment records; (j) failure to timely pay all wages due upon separation of employment; (k) failure to timely pay all wages due during employment, including late payment of regular wages; (l) failure to reimburse for necessary business expenses, including but not limited to expenses incurred for work-related use of personal cell phones, protective equipment such as gloves or masks, and maintenance or cleaning of uniforms; (m) non-provision of wage statements; (n) failure to pay promised referral or sign-on bonuses; (o) failure to pay for accrued or vested paid time off or vacation; (p) failure to make sufficient per diem payments; (q) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been

premised on the facts, claims, causes of action or legal theories described above; (r) violation of or claims under the following sections of the California Labor Code, sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 227.3, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802; and (s) violation of the California Industrial Welfare Commission Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law. ("Released Class Claims"). Except for Plaintiffs' Release by Plaintiffs and as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits (other than paid time off and vacation), 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.

The "Released Parties" means: Defendant, and each of its former and present directors, officers, principals, trustees, shareholders, owners, managers, managing agents, exempt employees, representatives, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, and affiliates.

(10) Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has fully funded the Gross Settlement, all Aggrieved Employees will be barred from asserting any of the "Released PAGA Claims" against Defendant, 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 Defendant or its related entities based on the PAGA claims alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' will be bound by the release of the following "Released PAGA Claims":

All Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, shall 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, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the operative complaints in the Action, the PAGA Notices (and any amendments thereto) and ascertained in the course of the Action, arising during or with respect to the PAGA Period. ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and shall entitle Defendant to bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved

Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

(1) Individual Class Payments. The "Net Settlement Amount" is calculated by deducting from the Gross Settlement Amount the amounts approved by the Court for the Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as 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 25% share of the PAGA Penalties ($5,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA 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 Defendant's 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. 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 Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's 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, if any.

(2) Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who

opt out of the Class Settlement (i.e., every Non-Participating Class Member who is an Aggrieved Employee).

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, the last four digits of your social security 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 to be excluded. Be sure to personally sign your request, identify the Action as *Luis Coto Alfaro v. Alvand Transportation Corp.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and the last four digits of your 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 ____________, 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 Defendant are asking the Court to approve. At least 16 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 Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amounts Plaintiffs are requesting as Class Representative Service Payments. 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: ______(url)______ or the Court's website: https://www.lacourt.org/casesummary/ui/.

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 Class Representative Service Payments 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 ____________**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Luis Coto Alfaro v. Alvand Transportation Corp.* and include your name, current address, telephone number, and approximate dates of employment for Defendant 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 ______________ at ________ in Department 9 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. 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 ______(url)_______ 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 Defendant and Plaintiffs 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 _____(specify entity)_____'s website at ____(url)___. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the Action, Case No. 24STCV01452. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Settlement Administrator:
Name of Company
Email Address
Mailing Address
Telephone
Fax Number

Attorneys for the Plaintiffs and Settlement Class Members:
Zorik Mooradian, Esq.
zorik@mooradianlaw.com
Haik Hacopian, Esq.
haik@mooradianlaw.com
MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
Calabasas, CA 91302

Telephone: (818) 487-1998

Kevin A. Lipeles, Esq.
kevin@kallaw.com
LIPELES LAW GROUP, APC
880 Apollo Street, Suite 336
El Segundo, CA 90245
Telephone: (310) 322-2211

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

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.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT 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 “B” – Plaintiffs’ PAGA Notices

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**

JANUARY 18, 2024

VIA USPS CERTIFIED MAIL

Alvand Transportation Corp.
11057 Penrose Street
Sun Valley, CA 91352
9589 0710 5270 0726 6280 35

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*
Alvand Transportation Corp.

To Whom It May Concern:

This office represents Luis Coto Alfaro with respect to Private Attorneys General Act ("PAGA") claims that he intends to pursue against Alvand Transportation Corp. ("Alvand") based upon its illegal wage and hour practices in the State of California as to its non-exempt employees. This letter constitutes the notice required by Labor Code Section 2699.3.

Facts

Alvand is engaged in the business of passenger and freight transportation services. Mr. Alfaro worked as a non-exempt employee of Alvand. Alvand employs numerous non-exempt employees such as Mr. Alfaro in California. Unfortunately, Alvand has engaged in the following practices:

Failure to Pay Wages and Late Payment of Wages

Alvand failed to pay employees for all hours worked. This includes any time that was considered off-the-clock by Alvand. Additionally, employees entitled to meal breaks also did not receive net 30-minute meal breaks on account of the clocking out and clocking process and other factors. Further, to the extent employees were compensated on a piece-rate basis, Alvand failed to properly calculate and pay this compensation and failed to factor in any piece-rate pay into the payment of wages. Alvand also failed to compensate for rest and recovery periods and other non-productive time separately from any piece-rate compensation. Additionally, Alvand failed to properly factor in non-discretionary bonuses or commissions into employees' regular rate of compensation.

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

In addition, employees of Alvand were entitled to non-discretionary bonuses, including hiring and sign-on bonuses, but Alvand never made such payments. In Mr. Alfaro's instance, he was promised and entitled to a $3,000 hiring bonus but was never paid this sum.

Additionally, paydays were not within seven calendar days following the close of applicable payroll periods. For example, the payroll period starting on May 30, 2023 and ending on June 12, 2023 had the pay date designated for June 20, 2023, eight days after.

Meal Breaks

Alvand engages in the practice of not allowing mandated meal breaks and not compensating employees for missed, late, or short meal breaks to the extent any employee is entitled to meal breaks. Employees entitled to meal breaks did not receive premium pay at their regular rate of compensation for 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.

Rest Breaks

Alvand engages in the practice of not allowing mandated rest breaks and not compensating employees for any missed, late, or short rest breaks to the extent any employee is entitled to rest breaks. Employees entitled to rest breaks did not receive premium pay at their regular rate of compensation for these missed rest breaks.

Waiting Time

At the time of an employees' separation (whether it be by termination or resignation) Alvand has 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. In Mr. Alfaro's instance, he separated on June 25, 2023 but his final undisputed wages were paid five (5) days after.

Failure to Provide Wage Statements and Noncompliant Wage Statements

Alvand has adopted a custom and practice of failing to regularly provide wage statements to employees. To the extent any wage statements were provided, they would not reflect all hours worked during any applicable pay period, the correct pay rates, whether or not employees received all wages entitled to, including meal and rest break premiums and pay for non-productive work periods.

Failure to Fully Reimburse Employee Expenses

Alvand required the use of personal cell phones for work related communication with employees but never provided compensation or reimbursement for such use by employees.

Additional Penalties

Mr. Alfaro 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 Alvand has violated, and applicable legal theories which establish the violations, are as follows:

Labor Code Section 201: Alvand violated, and continues to violate, Labor Code Section 201 by failing to pay the employees it has 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: Alvand violated, and continues 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: Alvand violated, and continues 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 Sections 204 and 210: Alvand violated, and continues to violate, Labor Code Sections 204 and 210 by failing to pay wages to employees for all hours worked as explained above.

Labor Code Section 226 and 226.3: Alvand violated, and continues to violate, Labor Code Sections 226(a) and 226.3 by failing to provide employees with accurate and compliant itemized wage statements.

Labor Code Section 226.2: Alvand violated, and continues to violate, Labor Code Section 226.2 by failing to compensate employees for rest and recovery periods and other nonproductive time separately from any piece-rate compensation.

Labor Code Section 226.7: Alvand 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 510: Alvand violated, and continues 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: Alvand violated, and continues to violate, Labor Code Section 512 by not providing employees with legally compliant meal periods.

Labor Code Section 1194: Alvand violated, and continues 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: Alvand violated, and continues to violate, Labor Code Sections 1197 and 1197.1 by paying employees a wage less than the minimum fixed by an applicable state or local law, including any applicable living wage ordinances.

Labor Code Sections 2800 and 2802: Alvand violated and continues to violate, Labor Code Sections 2800 and 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 Alvand, pursuant to Labor Code Section 2698 *et seq*. Mr. Alfaro 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

9589 0710 5270 0726 6280 35

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Sun Valley, CA 91352

Certified Mail Fee $ $4.35	0712 12
Extra Services & Fees (check box, add fee as appropriate) $0.00	
☐ Return Receipt (hardcopy) $ $0.00	
☐ Return Receipt (electronic) $ $0.00	Postmark Here
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $ $0.00	
Postage $ $0.66	
Total Postage and Fees $5.01	01/18/2024

LA CRESCENTA CA UNIT 0712
JAN 18 2024
USPS 91214

Sent To ALVAND TRANSPORTATION CORP.

Street and Apt. No., or PO Box No. 11057 PENROSE STREET

City, State, ZIP+4® SUN VALLEY, CA 91352

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Gmail **Haik Hacopian <haik.hacopian@gmail.com>**

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov> Thu, Jan 18, 2024 at 12:13 PM
To: "haik.hacopian@gmail.com" <haik.hacopian@gmail.com>

1/18/2024

LWDA Case No. LWDA-CM-1005740-24
Law Firm : Mooradian Law, APC
Plaintiff Name : Luis Coto Alfaro
Employer: Alvand Transportation Corp.
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

LIPELES
LAW GROUP
APC
880 Apollo Street, Suite 336 ♦ El Segundo, CA 90245 ♦ Voice (310) 322-2211 ♦ Fax (310) 322-2252

November 7, 2024

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Alvand Transportation Corp.
11057 Penrose Street
Sun Valley, CA 91352

Re: *Mosby v. Alvand Transportation Corp.*

Dear Alvand Transportation Corp.:

This office represents Mishayla Monique Mosby. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq*.

I. FACTS & NATURE OF THE DISPUTE

This is a Class Action lawsuit Plaintiff is bringing, seeking relief for Defendant's violations of the California Business & Professions Code §§ 17200 *et seq*., including full restitution and disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff and others similarly situated to recover wages from Defendant due to Defendant's systematic failure to pay overtime/double time, minimum wages, provide meal/rest breaks (or pay the statutory compensation due), to issue accurate wage statements, to reimburse business expenses, to pay reporting time, to allow inspection of employment records and unfair competition.

Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for herself and all members of the Class, to compensate these workers for the unpaid wages and to protect current and future workers of Defendant from being subjected to similar wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against Alvand Transportation Corp. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

A. FAILURE TO PAY PREMIUM OVERTIME/DOUBLE TIME WAGES DUE

(Cal. Labor Code §§ 510, 511, 1194, 1198; IWC Wage Order No. 9)

Under California law, non-exempt employees as defined by Wage Order 9, are entitled to premium wages for overtime/double time worked. During this period, it was the practice and policy of Defendant to not pay employees at appropriate overtime/double time rates even though they routinely worked overtime/double time hours. Monies for unpaid overtime/double time remain due and owing.

Throughout Plaintiff's employment, Defendant failed and refused to pay compensation to Plaintiff and Class Members as required by law. The foregoing overtime/double time compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime/double time, Plaintiff and Class Members suffered damages in an amount to be proven at trial.

B. FAILURE TO PAY MINIMUM WAGES

(Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 9)

Defendant failed to satisfy minimum wage requirements. As a result of Defendant not paying Plaintiff and Class members for meal breaks/rest breaks not compliant, Plaintiff and members of the Class were paid less than minimum wage. This resulted in Defendant's failure to compensate Plaintiff properly for "all hours worked" and consequently underpaid Plaintiff and Class members for the actual hours Plaintiff and Class members worked in violation of *Labor Code* §§ 1197, 1198 and Wage Order 9.

C. FAILURE TO PROVIDE MEAL PERIODS

(Cal. Labor Code § 226.7; IWC Wage Order No. 9)

Defendant failed to provide compliant meal periods to Plaintiff and Class members in violation of Labor Code § 226.7 and IWC Wage Order No. 9. Plaintiff and Class members were restricted from leaving their work areas during their meal breaks and their meal breaks were interrupted by phone calls.

By virtue of Defendant's unlawful failure to provide compliant meal periods to Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

D. FAILURE TO PROVIDE REST PERIODS
(Cal. Labor Code § 226.7; IWC Wage Order No. 9)

Defendant failed to provide uninterrupted rest periods as required by Labor Code § 226.7 and IWC Wage Order No. 9.

By virtue of Defendant's unlawful failure to provide uninterrupted rest periods to the Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

E. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(Cal. Labor Code §226; IWC Wage Order No. 9)

Defendant intentionally and knowingly provided Plaintiff and other members of the Class with weekly itemized wage statements containing inaccurate information regarding the wages earned by Plaintiff and members of the Class in that the payments owed to Plaintiff and the members of the Class for overtime/double time compensation, minimum wages, meal/rest periods not afforded, reporting time pay, were not included in gross wages earned by Plaintiff and members of the Class.

Plaintiff and members of the Class were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to overtime/double time compensation, minimum wages, pay for meal/rest periods not provided, reporting time pay, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

F. FAILURE TO REIMBURSE BUSINESS EXPENSES
(Cal. Labor Code §2802)

Defendant was aware that Plaintiff and Class members were using their personal cell phones, but failed to indemnify Plaintiff and Class members for all their business-related expenses, in accordance with Labor Code §2802. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff and Class Members for their work-related expenses that they incurred in using their personal cell phones.

Plaintiff and Class Members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties. An employer may never impose a financial burden on employees, with respect to business-related expenses, which would reduce the employees' wage rate below the minimum wage.

G. REPORTING TIME PAY

(Wage Order No. 9)

Plaintiff and Class members were required to arrive at work on their scheduled work days. However, at times even though Plaintiff and Class members were scheduled to work, only to be told they were not needed and sent home. Defendant failed to pay Plaintiff and Class members reporting time pay.

Plaintiffs and Class members suffered damages in an amount, subject to proof, to the extent they were not provided and paid reporting time pay.

H. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS

(Cal. Labor Code §1198.5, IWC Wage Order No. 9)

On or about November 7, 2024, Plaintiff's counsel issued a written request to you for copies of her personnel records. You have failed and refused to permit Plaintiff to have access to copies of her records.

As a result of your failure and refusal to permit Plaintiff to have full access to her records, Plaintiff will seek injunctive relief and recovery of statutory penalties.

I. UNFAIR COMPETITION

(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendant, through the unfair and unlawful business practices as described herein, has obtained valuable property, money and services from the Plaintiff and the Class and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and the Class. All the acts described are violations of, among other things, the Labor Code and IWC Wage Order No. 9, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiff and the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

Moreover, Plaintiff, and all other similarly aggrieved California employees, intend to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. <u>CONCLUSION</u>

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq*. By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

Kevin A. Lipeles, Esq.

Exhibit “C” – Administration Quote

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	200
Opt Out Rate	1%
Opt Outs Received	2
Total Class Claimants	198
Subtotal Admin Only	**$8,000.00**

Not-to-Exceed Total $8,000.00

For 200 Class Members

Pricing Good for Scope of Estimate Only

August 26, 2025

Case: COTO ALFARO v. ALVAND TRANSP 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 200 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*	$142.18	1	$142.18
Call Center & Long Distance	$2.00	16	$32.00
NCOA (USPS)	$175.00	2	$350.00
		Total	**$1,024.18**

* 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	200	$100.00
Notice Packet & Opt-Out Form	$1.25	200	$250.00
Estimated Postage (up to 2 oz.)*	$0.74	200	$148.00
Static Website	$200.00	1	$200.00
Language Translation	$1,000.00	1	$1,000.00
		Total	**$1,948.00**

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

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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	2	$110.00
Skip Tracing Undeliverables	$1.00	20	$20.00
Remail Notice Packets	$1.25	20	$25.00
Estimated Postage	$0.74	20	$14.80
Programming Undeliverables	$55.00	2	$110.00
		Total	**$279.80**

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	5	$50.00
Case Manager	$85.00	2	$170.00
		Total	**$855.00**

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	2	$250.00
Mail Class Checks *	$1.25	198	$247.50
Estimated Postage	$0.74	198	$146.52
		Total	**$1,534.02**

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

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	40	$99.00
Case Associate	$55.00	3	$165.00
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)	$1,025.00	1	$1,025.00
Uncashed to Cy Pres			
		Total	**$2,359.00**

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

Estimate Total:	**$8,000.00**

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

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

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 Luis Coto Alfaro and seek appointment as Class Counsel in the class action lawsuit entitled *Luis Coto Alfaro, Mishayla Monique Mosby, individually and on behalf of other persons similarly situated and similarly aggrieved employees v. Alvand Transportation Corp., LLC*, and bearing Los Angeles County Superior Court Case No. 24STCV01452. 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

MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
(818) 487-1998

538257; Uscanga v. Automotive Creations/BC509401; Gonzales v. Nefab Packing/2;13-cv-04499 JAK-ss; Mendoza v. Accentcare/30-2013-00661891-CU-OE-CXC; Nuno v. Universal Building Maintenance/BC541570; Cabrera v. Complete Facilities Maintenance/BC538248; Valencia v. Rubbercraft/BC 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-CXC; Bitton v. Sterling Jewelry, Inc./CIVDS1612665; Blandin v. Malibu Mgt. Svcs., Inc./BC618629; Barrera v. Coast Composites, Inc./30-2017-00909572 CU-OE-CJC; Aguilar v. Sweet Earth Café/19STCV13373; Avina v. Marriott/30-2017-00945551; Azepita v. Eden Social Restaurants, Inc./30-2019-01077185; Balaguer v. Eminent, Inc./19STCV16803; Barragan v. Golden Hotels Limited Partnership/30-2018-01007420; Boch v. Merchants Building Maintenance/BC681320; Bueno v. Proto Homes/19STCV20011; Cardenas v. Intercon Security/19STCV11259; Castillo v. Robert's Waste/30-2018-01027486; Castro v. Bee Gee Laboratories/BC712857; Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v. Golden State Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura v. WSON-55/19STCV22958; Cruel v. Andreas Elsenhans/19STCV35496; Espinoza v. Don Chava Mgt./19STCV27068; Galvan v. Property Mgt. Associates/BC722781; Godoy v. UCLA/19STCV04634; Gonzalez v. Toyon Catering, Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-01092546; Guzman v. Millennium Shoes/19STCV33166; Hernandez v. Township Retail Services/18STCV06709; Hernandez v. Resource Employment Solutions/30-2019-01084740; Herrera v. Color Spot Nurseries/30-2017-00933249; Leon v. Island Hospitality Mgt./30-2019-01060719; Martinez v. Snakerz/19STCV02674; Mendoza v. Savage Service Corp./18STCV04798; Martinez v. Riviera Beverages/ 30-2019-01056796; Mendoza v. United Production Framing/30-2019-01104255; Morales Cano v. Coordinated

MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
(818) 487-1998

Staffing/19STCV29817; Moreno v. DCX-CHOL Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I, LLC/30-2018-00999474; Nunez v. Wonderland Montessori, LLC/18STCV06042; Enriquez v. The Johnny Rockets Group/19STCV43986; Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v. First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/ 19STCV11434; Reidy v. City of Inglewood/18STCV09373; Rosales v. DBR Premium/19STCV32726; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres v. Metro Security/19STCV15680; Trujillo v. Securitas Security Services/19STCV01207; Villacana v. Crothall Laundry Services, Inc./19STCV16330; and Villareal v. Golden Touch Cleaning/30-2019-01108777.

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

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

7. As a result of my prior experience 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 Defendant's defenses, (ii) the risk, expense, complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining class certification and

MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
(818) 487-1998

maintaining class action status through trial, (iv) the total settlement amount of $375,000 offered in settlement, (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 Mr. David S. Phillips, a respected neutral mediator.

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

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

Executed on August 27, 2025, in Calabasas, California.

/s/Zorik Mooradian
Zorik Mooradian

MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
(818) 487-1998

Declaration of KEVIN A. LIPELES

DECLARATION OF KEVIN LIPELES

1. I am an attorney at law duly licensed to practice law in California and admitted to practice before this Court. I am the founding attorney of Lipeles Law Group, APC, which is attorney of record, along with co-counsel, Zorik Mooradian of Mooradian Law, APC, for Plaintiffs Mishayla Monique Mosby and Luis Coto Alfaro (collectively "Plaintiffs") and the potential class in this lawsuit.

2. I am over 18 years of age. I have personal knowledge of the facts set forth in this declaration and could and would testify competently thereto.

3. I have no knowledge of the existence of any conflict of interest between me and my firm and Plaintiff, on the one hand, and any Class Member, on the other hand.

4. With mediator David S. Phillip's help, we negotiated a class-wide resolution at the mediation. After a full day of negotiations, the parties agreed to settle for $375,000.00 with **no reversion** to Defendant of any settlement monies remaining after all Participating Class Members claims are paid.

5. I have evaluated the strengths of the class claims and assessed the range of potential outcomes of the litigation. In addition to disputing the merits of Plaintiffs' claims, Defendant would strongly challenge any request for class certification. While I believe that this case was suitable for class certification because the policies at issue are amenable to treatment on a class wide basis, there is always a significant risk associated with class certification proceedings and that uncertainty governed the settlement negotiations.

6. I anticipate that should this matter not resolve against Defendant, Defendant will defend themselves vigorously. I anticipate that Defendant will challenge every aspect of the claims, including whether they violated labor laws, the commonality of the claims such that this action could be certified as a class action, and the damages claim.

7. In light of the uncertainties of protracted litigation, the Gross Settlement Amount reflects an excellent recovery for the Class Members.

8. The proposed settlement here is fair to the Class.

9. The following factors support the approval of the incentive award requested here for

the Class Representatives. First, the requested payment of $10,000 for each of the Class Representatives ($20,000 total) constitutes only 5.3% of the GSA. Second, the Class Representatives spent a tremendous amount of time, approximately 25-30 hours each, providing invaluable assistance to Class Counsel and the Class in this case, including providing factual background for the Class Complaint; providing and explaining documents corroborating their allegations to Class Counsel; reviewing the Complaint and other pleadings filed with the Court by Plaintiffs and Defendant; providing crucial information at settlement negotiations to rebut Defendant's arguments; and participating in multiple conference calls and phone calls to discuss litigation and settlement strategy. The Class Representatives have been actively involved in this litigation and has proven themselves to be invaluable resources of information throughout this litigation. Third, the requested $10,000 service payment to each of the Class Representatives falls well within the range of incentive awards typically awarded to class representatives in similar actions.

10. I believe that this proposed settlement is within the range of possible approval in light of the significant legal and factual obstacles that Plaintiffs faced, the risks and costs of further litigation, and the tangible monetary benefits to be received by Class Members.

11. I will also apply for an attorneys' fee award of $131,250, or 35% of the GSA and for reasonable and actual costs. The requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis.

12. Continuing to litigate this action against Defendant will be expensive and will take a considerable amount of time, with the eventual outcome entirely uncertain and there is a substantial risk that the Plaintiffs could, especially after deductions for costs and expenses, end up with nothing.

13. I believe and assert that this settlement is a fair, adequate and reasonable settlement against Defendant, and is in the best interests of the Class Members.

14. I am the founder of Lipeles Law Group, APC ("LLG"). I opened my own law firm straight out of law school starting with just a computer. Prior to founding the firm, I managed several retail businesses, including a high-end jewelry business and full-service restaurant that

employed more than 25 people. In addition, I have represented and managed professional prize fighters, working to secure boxers high profile and world championship fights. I am also fluent in Spanish. This firm has now grown into a full-service litigation law firm representing both plaintiffs and defendants with over 150 active cases, including cases in Federal and State Court. The overwhelming majority of our cases involve employment/wage and hour lawsuits. In addition, my firm is or has been counsel or co-counsel in many employment-related class action lawsuits. California courts have certified classes in cases similar to the present Class in which Plaintiff's Counsel was appointed Class Counsel. *See e.g., Canseco v. Pampanga Food Company, Inc.*, Orange County Superior Court, Case No. 30-2016-00852698-CU-OE-CXC, February 13, 2019, (granting final approval in a rest break class action and approving me as adequate and competent class counsel); *Bernstein v. Alice and Olivia California Holdings, LLC., et al.*, Los Angeles Superior Court Case No. BC 661262, December 17, 2019, (granting final approval in an overtime and meal/rest break class action and approving me as adequate and competent class counsel); *Lagunas v. Impact Logistics, Inc. et al.*, San Bernardino Superior Court Case No. CIVSD1815249, September 10, 2020, (granting final approval in an overtime, meal/rest break class action and approving me as adequate and competent class counsel); *Marroquin v. Food Castle, Inc. et al.*, Los Angeles Superior Court Case No. 21STCV22582, August 16, 2023 (granting final approval in an overtime, minimum wage and rest break class action and approving me as adequate and competent class counsel); *Saavedra v. Success Valley Farms, LLC*, Ventura Superior Court Case No. 56-2021-00556708-CU-OE-VTA, January 29, 2024 (granting preliminary approval in a wage and hour class action).

15. I received my J.D. from Loyola Law School in Los Angeles, where I served as class representative for 2 years. In addition, I served on the Dean's List, graduating in the top 30% of my class. While in law school, I served as an extern to the Loyola Law School Center for Conflict Resolution and to Los Angeles County Superior Court Judge Joseph DiLoreto in Long Beach.

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/ / /

I declare under penalty of perjury that the foregoing is true and correct. Executed on August 25, 2025, in El Segundo, California.

____

Declarant, Kevin A. Lipeles

Declaration of LUIS COTO ALFARO

DECLARATION OF LUIS COTO ALFARO

I, Luis Coto Alfaro, hereby declare as follows:

1. I am one of the named Plaintiffs in the wage and hour class action lawsuit entitled *Luis Coto Alfaro, et al. v. Alvand Transportation Corp.*, and bearing case number 24STCV01452 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 Alvand Transportation Corp. from around May 2, 2023 until my separation around June 25, 2023. I worked as a non-exempt hourly driver.

3. I understand that this case is a class action, which is a lawsuit not just for me but for other non-exempt hourly employees of Alvand Transportation Corp. in California. I understand that it is my job to support them and I accept that as a 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 hourly 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 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 matter since July of 2023. In the period I have been involved in this matter, 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 which included my periodic follow ups about the case.

I have also spent time looking for documents and sending documents. I have also spent time reviewing the settlement agreement as well as this declaration.

7. In total, I estimate that I have spent approximately 11-12 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 Alvand Transportation Corp. 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.

8/25/2025

Executed this ____ day of __________ at Bakersfield, California.
Mo/Yr. City

Firmado por:

9207A85A722048A...

Luis Coto Alfaro

Translation Authentication

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

On August 25, 2025, I translated this Declaration from English to Spanish during a conference with Luis Coto Alfaro. He indicated to me that he understood and signed the Declaration.

By:____________
Claudia Ginsburg

Declaration of MISHAYLA MONIQUE MOSBY

DECLARATION OF MISHAYLA MONIQUE MOSBY

I, Michayla Monique Mosby, hereby declare:

1. The facts set forth herein are true of my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

2. I am one of the named Plaintiffs in this action.

3. I was employed by Defendant Alvand Transportation Corp. ("Defendant") as a non-exempt hourly Charter Bus Driver beginning on June 19, 2024.

4. In my Charter Bus Driver capacity for Defendant, I was required to work in excess of 8 hours per day and 40 hours per week. However, Defendant failed to pay me my overtime/double time wages owed. Defendant also failed to pay me minimum wages due to their failure to afford compliant meal/rest breaks. Further, Defendant also failed to afford me compliant meal/rest breaks. Additionally, Defendant failed to reimburse my necessary business expenses and pay me reporting time pay. Defendant also failed to maintain accurate records on my behalf.

5. I understand that, as a Class Representative, I have a duty to look out for and protect the interest of the Class as a whole. I do not believe, nor do I have any reason to believe, that my interests in this lawsuit are in conflict or in any way antagonistic to the interests of those of my fellow Class Members.

6. As one of the named Plaintiff in this action, I provided significant assistance to Plaintiff's Counsel in this case. I spent approximately 25 hours relating to this case. Among other things, I participated in several lengthy interviews and phone conferences over a period lasting several months, searched for and produced a significant number of relevant documents, reviewed pleadings in the case, reviewed documents and data provided by Defendant and kept in contact with my attorneys regarding the status of the case. My efforts were instrumental in securing the favorable terms of the Settlement Agreement, which will provide monetary compensation to the Class.

7. In addition, this case also involved risks for me, such as the risk of having to pay Defendant's costs if we lost. Disregarding these risks, I pursued this case on behalf of the Class to a

successful resolution and settlement.

8. It is my understanding that based upon my industrious efforts as one of the Named Plaintiffs in this action there is something called a Class Representative Service Payment. I respectfully request that the Court grant this award to me in the amount of $10,000 in addition to my pro rata share of the settlement fund.

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

Executed on August 25th, 2025 in Los Angeles, California.

M Mosby
Mishayla Mosby (Aug 25, 2025 14:24:26 PDT)

Mishayla Monique Mosby

ZORIK MOORADIAN, Bar No. 136636
zorik@mooradianlaw.com
HAIK HACOPIAN, Bar No. 282361
haik@mooradianlaw.com
MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
Calabasas, CA 91302
Telephone: (818) 487-1998
Facsimile: (888) 783-1030

Attorneys for Plaintiff Luis Coto Alfaro, individually and on behalf of other persons similarly situated and similarly aggrieved employees

[ADDITIONAL COUNSEL LISTED AFTER CAPTION]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

LUIS COTO ALFARO, MISHAYLA MONIQUE MOSBY, individually and on behalf of other persons similarly situated and similarly aggrieved employees, Plaintiffs, v. ALVAND TRANSPORTATION CORP., an active California Corporation; and DOES 1 through 10, Defendants.	Case No.: 24STCV01452 CLASS AND REPRESENTATIVE ACTION [*Assigned to Hon. Elaine Lu in Dept. SS-9*] **[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** [FILED CONCURRENTLY WITH NOTICE OF MOTION AND MOTION; DECLARATION OF HAIK HACOPIAN WITH EXHIBITS; DECLARATION OF ZORIK MOORADIAN; DECLARATION OF KEVIN A. LIPELES; DECLARATION OF LUIS COTO ALFARO; DECLARATION OF MISHAYLA MONIQUE MOSBY] Date: December 9, 2025 Time: 8:30 a.m. Dept.: SS-9

Kevin A. Lipeles, Esq., (Bar No. 244275)
kevin@kallaw.com
Thomas H. Schelly, Esq. (Bar No. 217285)
thomas@kallaw.com
LIPELES LAW GROUP, APC
880 Apollo Street, Suite 336
El Segundo, California 90245
Telephone: (310) 322-2211
Fax: (310) 322-2252

Attorneys for: Plaintiff MISHAYLA MONIQUE MOSBY, individually and on behalf of other persons similarly situated and similarly aggrieved employees

On December 9, 2025, the Court considered the motion of Plaintiff Luis Coto Alfaro and Plaintiff Mishayla Monique Mosby for preliminary approval of the Parties' proposed class action Settlement.

The Court having read and considered the papers on the motion submitted by Class Counsel, having heard the presentation of Class Counsel and Defendant's counsel, having reviewed all of the submissions presented with respect to the proposed Settlement, having carefully considered the requirements for class certification, and having preliminarily determined that the Settlement is fair, adequate, and reasonable, it is hereby ORDERED ADJUDGED, and DECREED that:

1. Preliminary Approval of the Class Action Settlement is GRANTED pursuant to Cal. Rules of Court, rule 3.769;

2. The Settlement, as set forth in the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement"), is in all respects fair, reasonable, adequate, and in the best interests of the Settlement Class, and it is preliminarily approved. Except as expressly set forth herein, the Parties shall effectuate the Settlement Agreement according to its terms. The Settlement Agreement, and every term and provision thereof, shall be deemed incorporated herein as if explicitly set forth and shall have full force of an Order of this Court;

3. The Court finds that the notice plan set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of the Action, the terms of the Settlement Agreement, the Final Approval Hearing, and satisfies the requirements of California law and federal due process law;

4. The proposed Settlement Class is provisionally certified under Civ. Code § 382, with the Class consisting of:

> All current and former non-exempt, hourly paid employees who worked for Defendant Alvand Transportation Corp. in California at any time during the period from January 18, 2020 to July 7, 2025 ("Class Period").

5. Plaintiff Luis Coto Alfaro and Plaintiff Mishayla Monique Mosby are appointed as the Class Representatives;

6. Zorik Mooradian and Haik Hacopian of Mooradian Law, APC and Kevin A. Lipeles of Lipeles Law Group, APC are appointed as Class Counsel for the class;

7. Phoenix Settlement Administrators is appointed as the third-party administrator ("Settlement Administrator");

8. The proposed settlement of Plaintiffs' Private Attorneys General Act (the "PAGA") claims is preliminarily approved;

9. The proposed Class Notice, attached to the Settlement Agreement, is approved and shall be disseminated according to the notice plan described in the Settlement Agreement and substantially in the form submitted;

10. In conformity with the Class Notice, Settlement Class Members wishing to be excluded from the Settlement Class must submit a written request for exclusion requesting exclusion from the Settlement on or before the expiration of the opt out period (60 days after the date that the Class Notice is mailed);

12. In conformity with the Class Notice, any Settlement Class Member who does not opt out of the Settlement may object to the settlement, either personally or through an attorney, orally at the Final Approval Hearing or by providing written notice that the Settlement Class Member is objecting to the Settlement Administrator, which written notice must be postmarked no later than 60 days after the date that the Class Notice is mailed;

13. A Final Approval Hearing will be held on ______________________________, to determine if the proposed settlement should be granted final approval. The Court will hear all evidence and argument necessary to evaluate the Settlement, and will consider Plaintiffs' request for Class Representative Service Payments, Class Counsel's request for Attorney's Fees, Class Counsel's request for Costs, payment to the LWDA, and payment to the Settlement Administrator. Any Settlement Class Member who complies with the procedures and requirements specified in the Class Notice may appear at the Final Approval Hearing;

14. Class Counsel is to file and serve the Motion for Final Approval of Class

Action Settlement and for Awards of Class Representatives' Service Awards, Attorneys' Fees, Costs, payment to the LWDA, and payment to the Settlement Administrator, by _____________________; and

15. The Court shall retain jurisdiction necessary to effectuate this Order and consider all further applications out of or in connection with the Settlement.

Dated:____________ By:____________________________________
Honorable Elaine Lu
Judge of the Superior Court

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action, my business address is 24007 Ventura Blvd., Suite 210, Calabasas, CA 91302.

On **August 27, 2025**, I served on the parties of record in this action the foregoing document(s) described as:

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; DECLARATION OF HAIK HACOPIAN WITH EXHIBITS; DECLARATION OF ZORIK MOORADIAN; DECLARATION OF KEVIN A. LIPELES; DECLARATION OF LUIS COTO ALFARO; DECLARATION OF MISHAYLA MONIQUE MOSBY; AND [PROPOSED] ORDER

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Alfred J. Landegger, Esq. alfred@landeggeresq.com Evelyn Zarraga, Esq. Evelyn@landeggeresq.com Rebecca Gombos, Esq. rebecca@landeggeresq.com Landegger Verano & Davis, A Law Corporation 15760 Ventura Blvd., Suite 1200 Encino, CA 91436 t. 818-986-7561 f. 818-986-5146 Attorneys for Defendant Alvand Transportation Corp.
Labor & Workforce Development Agency 800 Capitol Mall, MIC-55 Sacramento, CA 95814 (Filed online at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)

☒ **BY E-MAIL** – Based on a court order or agreement of the parties to accept service by electronic transmisión through the CaseAnywhere service, I caused the above document(s) to be sent to the persons(s) at the e-mail addresses listed on the service list above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE** – I declare under penalty of perjury under the laws of the "State of California that the above is true and correct.

Executed on **August 27, 2025** at Calabasas, California.

___/s/Haik Hacopian________________
Haik Hacopian