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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 25,

Defendants.

Case No.: 24STCV01452

CLASS AND REPRESENTATIVE ACTION

[*Assigned to Hon. Elaine Lu in Dept. SS-9*]

NOTICE OF ENTRY OF ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Final Approval Hearing Date: August 5, 2026
Final Approval Hearing Date: 10:00 a.m.
Department: SS-9

Action filed: January 18, 2024
Trial Date: Not yet set

TO THE HONORABLE COURT, PARTIES, THE LWDA, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that, on March 19, 2026, the Court granted Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. A true and correct copy of the Court's Amended Ruling is appended hereto. Therein, *inter alia*, the Final Approval hearing was set for August 5, 2026 at 10:00 a.m. and the deadline to file the Motion for Final Approval of Class Action Settlement was set for June 29, 2026.

Dated: March 23, 2026

MOORADIAN LAW, APC
LIPELES LAW GROUP, APC

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

Preliminary Approval of Class Action Settlement
Department SSC-9

Alfaro, et a;. v. Alvand Transportation Corp.
Case Nos.: 24STCV01452 (related to 24STCV29376)
Hearing: December 9, 2025

AMENDED RULING

This Amended Ruling supersedes and replaces the Ruling filed earlier on today's date. This Amended Ruling provides the parties with additional time to file their motion for final approval, continues the final approval hearing to a later date, and requests that the parties address in their motion for final approval any reason why approval need be granted separately in both related cases (24STCV01452 and 24STCV29376) as opposed to just once in the lead case (24STCV01452).

The parties' Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount ("GSA") is **$375,000**, non-reversionary. (¶3.1.)

- The Parties will request the Court to approve and award the following payments and deductions to be made from the GSA:

  - Up to **$131,250 (35%)** for attorney fees (¶3.2.2);
    - **Fee Split**: 80% to Mooradian Law, APC and 20% to Lipeles Law Group, APC. (Hacopian Decl., ¶16.)
  - Up to **$25,000** for litigation costs (¶3.2.2);
  - Up to **$20,000** for Service Payments to the Named Plaintiffs ($10,000 each) (¶3.2.1);
  - Up to **$9,000** for settlement administration costs (¶3.2.3); and
  - Payment of **$20,000** PAGA penalty (75% or $15,000 to the LWDA; and 25% or $5,000 to the Aggrieved Employees). (¶3.2.5.)

- Defendant shall separately pay Defendant's share of employer payroll taxes owed on the Wage Portions of the Individual Class Payment. (¶3.1.)

- Plaintiffs shall release Defendants from claims described in the Settlement.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **June 29, 2026** and will be heard on **August 5, 2026**. *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted* *here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

A Non-Appearance Case Review is set for **July 6, 2026**, 8:30 a.m., Department 9 re filing of Motion for Final Approval of Class Action Settlement.

The Parties have settled the two related Class Actions (24STCV01452 and 24STCV29376) with a single class action settlement that names Plaintiffs for both related cases. On August 20, 2025, a Second Amended Complaint was filed in the lead case (24STCV01452) adding Plaintiff from the non-lead related case and all causes of action to the SAC in the lead case (24STCV01452). The Court requests that the parties address in their moving papers for the Parties' Motion for Final Approval of Class Action Settlement whether they are requesting the court to enter the same identical order granting final approval twice, once in each of the two related Class Actions (24STCV01452 and 24STCV29376) or whether instead the parties are requesting that the Court enter the Order granting final approval just once -- only in the lead case (24STCV01452) -- and to then dismiss the non-lead related case (24STCV29376). If the parties prefer the former (filing the same identical order granting final approval in both of the two related class actions), please explain why this is necessary or appropriate.

BACKGROUND

This is a wage and hour class action. Defendant Alvand Transportation Corp. (Alvand) is a charter and shuttle bus service provider based in Sun Valley.

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. (Case No. 24STCV01452)

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.).

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 (Case No. 24STCV29376.)

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.).

These lawsuits have been deemed related within the meaning of California Rules of Court, rule 3.3000(a).

On August 20, 2025 Plaintiff Alfaro filed the Operative 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.

Counsel represent that prior to mediation: 1) Plaintiffs obtained copies of the employee handbook, a class list with hire dates, termination dates, and job titles; 2) Plaintiffs received a 15% sample of time and payroll data consisting of driver trip sheets and Hours of Service Reports; and 3) Plaintiff engaged an expert to analyze the time and payroll records.

On May 6, 2025, Plaintiffs and Defendant participated in a full-day mediation before Mr. David S. Phillips, and were able to come to an agreement via MOU. A fully executed long form Settlement Agreement was filed with the Court on August 28, 2025 attached to the Declaration of Haik Hacopian ("Hacopian Decl.") as Exhibit A.

Now before the Court is the Motion for Preliminary Approval of the Settlement Agreement.

SETTLEMENT CLASS DEFINITION

- "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." (¶1.12.)
    - "Class Period" means the period from January 18, 2020 to July 7, 2025. (¶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." (¶1.4.)
    - "PAGA Period" means the period from January 18, 2023 to July 7, 2025. (¶1.31.)
- 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). (¶4.1.)
- The parties agree to class certification for settlement purposes. (¶12.1.)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount ("GSA") is **$375,000**, non-reversionary. (¶3.1.)
    - 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%). (¶8)

- The Net Settlement Amount ("NSA") (**$174,750**) is the GSA minus the following:
    - Up to **$131,250 (35%)** for attorney fees (¶3.2.2);
        - **Fee Split**: 80% to Mooradian Law, APC and 20% to Lipeles Law Group, APC. (Hacopian Decl., ¶16.)
    - Up to **$25,000** for litigation costs (¶3.2.2);
    - Up to **$20,000** for Service Payments to the Named Plaintiffs ($10,000 each) (¶3.2.1);
    - Up to **$9,000** for settlement administration costs (¶3.2.3); and
    - Payment of **$15,000** PAGA penalty (75% of $20,000 to the LWDA). (¶3.2.5.)
- Defendant shall separately pay Defendant's share of employer payroll taxes owed on the Wage Portions of the Individual Class Payment. (¶3.1.)
- Funding of Settlement**:** 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. (¶4.3)
- 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.)
- There is no claim form requirement. (¶3.1)
- Participating Class Member Payment: 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) 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. (¶3.2.4.2)
    - Tax Allocation**:** 10% as wages and 90% as interest and penalties. (¶3.2.4.1)
- PAGA Payments: 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. (¶3.2.5.1) If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. (¶3.2.5.2)

    - Tax Allocation**:** 100% penalties. (*Ibid.*)
- "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. (¶1.43.) The same deadline applies to workweek disputes. (¶7.6.)
    - If the number of valid Requests for Exclusion exceeds 10% of the total of all Class Members, Defendant may elect to withdraw from the Settlement. (¶9)
- Uncashed Settlement Checks: The Administrator will cancel all checks not cashed by the void date (not less than 180 days after the date of mailing). (¶4.4.1) 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). (¶4.4.3)
- The settlement administrator will be Phoenix Settlement Administrators. (¶1.2)
- The proposed settlement was submitted to the LWDA on August 27, 2025. (See POS)
- Participating class members and the named Plaintiffs will release certain claims against Defendants. (See further discussion below)

<u>ANALYSIS OF SETTLEMENT AGREEMENT</u>

1. <u>Does a presumption of fairness exist?</u>

1. <u>Was the settlement reached through arm's-length bargaining?</u> On May 6, 2025, Plaintiff and Defendant participated in a full-day mediation before Mr. David S. Phillips., and were able to reach a settlement via MOU. (Hacopian Decl. ¶10.)

<u>Were investigation and discovery sufficient to allow counsel and the court to act intelligently?</u> Yes. Counsel represent that prior to mediation: 1) Plaintiffs obtained copies of the employee handbook, a class list with hire dates, termination dates, and job titles; 2) Plaintiffs received a 15% sample of time and payroll data consisting of driver trip sheets and Hours of Service Reports; and 3) Plaintiff engaged an expert to analyze the time and payroll records. (*Id.* at ¶9.)

2. <u>Is counsel experienced in similar litigation?</u> Yes. Class Counsel is experienced in class action litigation, including wage and hour class actions. (*Id*. at ¶¶2-4; Declaration of Zorik Mooradian, ("Mooradian Decl.,") ¶¶2-5; Declaration of Kevin A. Lipeles ("Lipeles Decl."), ¶¶14-15.)

3. <u>What percentage of the class has objected?</u> This cannot be determined until the fairness hearing. See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, ("Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing.").

<u>CONCLUSION:</u> The settlement is entitled to a presumption of fairness.

2. Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Here, Class Counsel has provided information, summarized below, regarding the estimated values of the class claims alleged:

Violation	Maximum Exposure	Realistic Exposure
Unpaid Overtime	$0	$0
Meal and Rest Period Violations	$249,457.16	$62,364.29
Unreimbursed Business Expenses	$161,460	$161,460
Waiting Time Penalties	$266,560	$266,560
Wage Statement Violations	$0	$0
PAGA Penalties	$784,787.50	$156,957.50
Total	**$1,462,265**	**$647,342**

(Hacopian Decl., ¶¶17-28.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc*. (2010) 180 Cal.App.4th 1213, 1226 ("Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.").)

4. Amount offered in settlement. Counsel obtained a $375,000 settlement amount. This is approximately 26% of Defendant's maximum exposure and 58% of Defendant's realistic exposure, which, given the uncertain outcomes, is within the "ballpark of reasonableness."

The $375,000 settlement amount, after reduced by the requested deductions, leaves approximately $174,750 to be divided among approximately 196 Class Members. Assuming full participation, the resulting payments will average approximately $891.58 per Settlement Class Member. [$174,750 /196 = $891.58]

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the fairness hearing.

CONCLUSION: The settlement is preliminarily deemed "fair, adequate, and reasonable."

3. **Scope of the release**

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.)

- 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. (¶5.2.)

- 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. (¶5.3)
- Named Plaintiff will also provide general releases and CC § 1542 waivers. (¶5.1.)

4. May conditional class certification be granted?

1. Standards

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk* at 1807, fn 19.) Finally, the Court is under no "ironclad requirement" to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba* at 240.)

2. Analysis

a. Numerosity. There are approximately 200 Class Members. (Hacopian Decl., ¶7.) This element is met.

b. Ascertainability. The proposed class is defined above. The class definition is "precise, objective and presently ascertainable." (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) The class members are identifiable from Defendant's records. (MPA, 19:6-8.)

c. Community of interest. "The community of interest requirement involves 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.'" (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

As to commonality, counsel contends the predominance factor is met because each claim challenges an alleged common policy or practice that Plaintiff contends is 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. (MPA, 19:26-20:4.)

As to typicality, counsel contends that the claims of Plaintiffs are typical of those held by the members of the proposed Class because 1) Plaintiffs were employed by Alvand during the proposed Class Period and were subject to its wage and hour practices; and 2) Plaintiffs claim they were injured by the same challenged practices they claim injured the Class as a whole. (MPA, 20:7-14.)

Finally, counsel contends that adequacy is met because no conflicts between the named Plaintiffs and the Class they seek to represent, and Plaintiffs are represented by adequate counsel. (MPA, 20:21-26; Declaration of Plaintiff Mosby, *passim;* Declaration of Plaintiff Alfaro, *passim*.)

d. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

e. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

CONCLUSION: The class is conditionally certified because the prerequisites of class certification have been satisfied.

5. Is the notice proper?

1. Content of class notice. The proposed notice is attached to the Settlement Agreement as Exhibit A. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; the proposed deductions from the gross settlement amount (attorney fees and costs, enhancement awards, and administration costs); the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

2. Method of class notice. The Notice will be sent via direct mail. 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. (¶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. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. (¶7.4.2) 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. (¶7.4.3) 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. (¶7.4.5) Notice of Final Judgment will be posted on the Settlement Administrator's website. (¶7.8.1)

3. Cost of class notice. As indicated above, settlement administration costs are estimated not to exceed **$9,000**. Prior to the time of the final fairness hearing, the claims administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

6. Attorney fees and costs

CRC rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action."

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc*. (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable." (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **$131,250 (35%)** in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

Class Counsel should also be prepared to justify the costs sought (capped at **$25,000**) by detailing how they were incurred.

7. Incentive Awards to Class Representatives

The Settlement Agreement provides for enhancement awards of **$10,000** to each of the named Plaintiffs for a total of **$20,000**. In connection with the final fairness hearing, named Plaintiffs must submit a declaration attesting to why he or she should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he or she "should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class." (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than *pro forma* claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiff, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit . . . .'" (*Id.* at 806-807, italics and ellipsis in original.) The Court will decide the issue of the enhancement award at the time of final approval.

AMENDED CONCLUSION AND ORDER

This Amended Ruling supersedes and replaces the Ruling filed earlier on today's date. This Amended Ruling provides the parties with additional time to file their motion for final approval, continues the final approval hearing to a later date, and requests that the parties address in their motion for final approval any reason why approval need be granted separately in both related cases (24STCV01452 and 24STCV29376) as opposed to just once in the lead case (24STCV01452).

The parties' Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount ("GSA") is **$375,000**, non-reversionary. (¶3.1.)

- The Parties will request the Court to approve and award the following payments and deductions to be made from the GSA:

    - Up to **$131,250 (35%)** for attorney fees (¶3.2.2);
        - **Fee Split**: 80% to Mooradian Law, APC and 20% to Lipeles Law Group, APC. (Hacopian Decl., ¶16.)
    - Up to **$25,000** for litigation costs (¶3.2.2);
    - Up to **$20,000** for Service Payments to the Named Plaintiffs ($10,000 each) (¶3.2.1);
    - Up to **$9,000** for settlement administration costs (¶3.2.3); and
    - Payment of **$20,000** PAGA penalty (75% or $15,000 to the LWDA; and 25% or $5,000 to the Aggrieved Employees). (¶3.2.5.)

- Defendant shall separately pay Defendant's share of employer payroll taxes owed on the Wage Portions of the Individual Class Payment. (¶3.1.)

- Plaintiffs shall release Defendants from claims described in the Settlement.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **June 29, 2026** and will be heard on **August 5, 2026.** *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

A Non-Appearance Case Review is set for **July 6, 2026**, 8:30 a.m., Department 9 re filing of Motion for Final Approval of Class Action Settlement.

The Parties have settled the two related Class Actions (24STCV01452 and 24STCV29376) with a single class action settlement that names Plaintiffs for both related cases. On August 20, 2025, a Second Amended Complaint was filed in the lead case (24STCV01452) adding Plaintiff from the non-lead related case and all causes of action to the SAC in the lead case (24STCV01452). The Court requests that the parties address in their moving papers for the Parties' Motion for Final Approval of Class Action Settlement whether they are requesting the court to enter the same identical order granting final approval twice, once in each of the two related Class Actions (24STCV01452 and 24STCV29376) or whether instead the parties are requesting that the Court enter the Order granting final approval just once -- only in the lead case (24STCV01452) -- and to then dismiss the non-lead related case (24STCV29376). If the parties prefer the former (filing the same identical order granting final approval in both of the two related class actions), please explain why this is necessary or appropriate.

The Judicial Assistant is to give electronic notice to all parties.

IT IS SO ORDERED.

DATED: March 19, 2026

Elaine Lu / Judge
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 **March 23, 2026**, I served on the parties of record in this action the foregoing document(s) described as:

NOTICE OF ENTRY OF ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

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

Alfred J. Landegger, Esq. alfred@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 **March 23, 2026** at Calabasas, California.

/s/Haik Hacopian
Haik Hacopian