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[ADDITIONAL COUNSEL LISTED AFTER CAPTION]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

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]*

**COMPENDIUM OF DECLARATIONS
IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL BY:
(1) MAYRA GONZALEZ, (2) HAIK
HACOPIAN, (3) ZORIK MOORADIAN,
(4) KEVIN LIPELES, (5) LUIS COTO
ALFARO, AND (6) MISHAYLA
MONIQUE MOSBY**

[FILED CONCURRENTLY NOTICE OF
MOTION AND MOTION FOR FINAL
APPROVAL; AND [PROPOSED] ORDER
AND JUDGMENT]

Date: August 5, 2026

Time: 10:00 a.m.

Dept.: SS-9

Declaration of
MAYRA GONZALEZ

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workweeks for each Class Member (“Class Data”) during the Class Period. The final mailing list contained two hundred twenty-three (223) individuals identified as Class Members.

4. On April 15, 2026, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On April 24, 2026, Phoenix mailed the Notice via U.S. first class mail, in English and Spanish, to all two hundred twenty-three (223) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, zero (0) Notices have been returned to Phoenix.

7. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was June 23, 2026.

8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was June 23, 2026.

9. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was June 23, 2026.

10. There are two hundred twenty-three (223) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of eleven thousand eighty-five (11,085) Workweeks during the Class Period. Each Workweek is valued at approximately \$15.40.

11. The Escalator Clause of the Settlement Agreement provides that if the number of Workweeks worked by Participating Class Members during the Class Period increases by more than ten percent (10%) of the agreed baseline 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 by which the Workweeks exceed the ten percent (10%) threshold (e.g., if Workweeks increase by twelve percent

(12%), Defendant shall increase the Gross Settlement Amount by two percent (2%)). The total number of Workweeks was eleven thousand eighty-five (11,085). Because the total number of Workweeks does not exceed the applicable ten percent (10%) escalation threshold, i.e., approximately 12,194 Workweeks, the Escalator Clause was not triggered.

12. The Net Settlement Amount of \$170,750.00 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel Fees Payment (\$131,250.00), and Class Counsel Litigation Expenses Payment (\$25,000.00), requested Class Representative Service Payments to Plaintiff Luis Coto Alfaro and Mishayla Monique Mosby (\$20,000.00), the PAGA Amount (\$20,000.00), and the requested Settlement Administration Costs (\$8,000.00) from the Gross Settlement Amount (\$375,000.00).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Class Payment to be paid is approximately \$4,405.46, the lowest Individual Class Payment to be paid is approximately \$15.40, while the average Individual Class Payment to be paid is approximately \$765.70. Plaintiff Alfaro's Individual Class Payment is approximately \$770.18, and Plaintiff Mosby's is \$246.46. Settlement Class Members will be issued payment of their Individual Class Payments subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payment (the net payment is their "Individual Class Payment").

14. Additionally, \$20,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 75%, or \$15,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$5,000.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are one hundred eighty-eight (188) Aggrieved Employees who worked a total of four thousand two hundred nine (4,209) workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$77.22, the lowest Individual PAGA Payment to be paid is approximately \$1.19,

1 while the average Individual PAGA Payment to be paid is approximately \$26.60. Plaintiff Alfaro's
2 Individual PAGA Payment is approximately \$29.70, and Plaintiff Mosby's is \$9.50.

3 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
4 due separately and apart from the Gross Settlement Amount.

5 16. Phoenix's costs associated with the administration of this matter are \$8,000.00. This
6 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
7 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

11 Executed on June 29, 2026, at Orange, California.

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13 Mayra Gonzalez

14 Mayra Gonzalez
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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 «ESA_Before_Paga» (less withholding) and your Individual PAGA Payment is estimated to be «PAGA_Amount»**. 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 «Total_Weeks» workweeks during the Class Period and you worked «PAGA_Pay_Periods» 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 June 23, 2026.	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. Written Objections Must be Submitted by June 23, 2026.	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the August 5, 2026, Final Approval Hearing.	The Court's Final Approval Hearing is scheduled to take place on August 5, 2026. 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 June 23, 2026.	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 June 23, 2026. 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. The attorneys' fees awarded shall be paid 80% to Mooradian Law, APC and 20% to Lipeles Law Group, APC.
 - b) Up to \$20,000 to named plaintiffs (\$10,000 each) 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 June 23, 2026, 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 June 23, 2026, 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 June 23, 2026, 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 June 23, 2026, 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 August 5, 2026, 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: alfaro-v-alvand-transportation.phoenixcases.com 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 June 23, 2026.** 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 August 5, 2026, at 10:00 a.m. 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 alfaro-v-alvand-transportation.phoenixcases.com 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 Phoenix Settlement Administrators' website at alfaro-v-alvand-transportation.phoenixcases.com. 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:

Phoenix Settlement Administrators
P.O. Box 7208, Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

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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.

NOTIFICACIÓN APROBADA POR EL TRIBUNAL SOBRE EL ACUERDO COLECTIVO Y FECHA DE LA AUDIENCIA DE APROBACIÓN DEFINITIVA POR PARTE DEL TRIBUNAL

Luis Coto Alfaro contra Alvand Transportation Corp.

N.º de caso del Tribunal Superior de Los Ángeles: 24STCV01452 (Caso Principal)

Mishayla Monique Mosby contra Alvand Transportation Corp.

N.º de caso del Tribunal Superior de Los Ángeles: 24STCV29376 (Caso Relacionado)

El Tribunal Superior del Estado de California ha autorizado este aviso. ¡Léalo atentamente!

No se trata de correo basura, spam, publicidad ni de una solicitud por parte de un abogado. No se le está Demandando.

Es posible que tenga derecho a recibir una indemnización derivada de las Demandas colectivas de empleados (“Demanda”) contra ALVAND TRANSPORTATION CORP. (“Demandado”) por presuntas infracciones en materia de salarios y horarios. La Demanda fue presentada por Luis Coto Alfaro y Mishayla Monique Mosby (“Demandantes”) y solicita el pago de (1) salarios atrasados y otras compensaciones para una Clase de todos los empleados actuales y antiguos no exentos, remunerados por horas, que trabajaron para el Demandado dentro del estado de California en cualquier momento durante el Período de la Demanda Colectiva, comprendido entre el 18 de enero de 2020 y el 7 de julio de 2025 (“Miembros del colectivo”); y (2) sanciones en virtud de la Ley General de Abogados Privados de California (“PAGA”) para todos los empleados actuales y antiguos no exentos, remunerados por horas, que trabajaron para el Demandado en el estado de California durante el Período PAGA comprendido entre el 18 de enero de 2023 y el 7 de julio de 2025 (“Empleados perjudicados”).

El Acuerdo propuesto consta de dos partes principales: (1) un Acuerdo Colectivo que exige al Demandado financiar los Pagos Individuales de la Clase, y (2) un Acuerdo PAGA que exige al Demandado financiar los Pagos PAGA Individuales y abonar sanciones a la Agencia de Trabajo y Desarrollo Laboral de California (“LWDA”).

Según los registros del Demandado y las hipótesis actuales de las partes, **se estima que su Pago Individual de la Clase asciende a «ESA_Before_Paga» (menos las retenciones) y que su Pago PAGA Individual asciende a «PAGA_Amount»**. Es probable que la cantidad real que reciba sea diferente y dependerá de varios factores. (Si no se indica ninguna cantidad para su Pago PAGA Individual, entonces, según los registros del Demandado, usted no tiene derecho a un Pago PAGA Individual en virtud del Acuerdo porque no trabajó durante el periodo PAGA).

Las estimaciones anteriores se basan en los registros del Demandado, que indican que **trabajó «Total_Weeks» Semanas Laborales durante el periodo de la Demanda colectiva y que trabajó «PAGA_Pay_Periods» periodos de pago durante el periodo PAGA**. Si cree que trabajó más Semanas Laborales o periodos de pago durante cualquiera de los dos periodos, puede presentar una impugnación antes de la fecha límite. Consulte la sección 4 de este aviso.

El Tribunal ya ha aprobado de forma preliminar el Acuerdo propuesto y ha aprobado este Aviso. El Tribunal aún no ha decidido si concederá la aprobación definitiva. Sus derechos legales se ven afectados tanto si actúa como si no actúa. Lea este Aviso con atención. Se considerará que lo ha leído atentamente y lo ha comprendido. En la Audiencia de Aprobación Definitiva, el Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte del mismo se pagará a los Demandantes y a los abogados de los Demandantes (“Abogados de la Clase”). El Tribunal también decidirá si dicta una sentencia que obligue al Demandado a realizar los pagos previstos en el Acuerdo y que exija a los Miembros de la Clase y a los Empleados Agraviados que renuncien a su derecho a presentar determinadas reclamaciones contra el Demandado.

Si trabajó para el Demandado durante el periodo de la Demanda colectiva y/o el periodo PAGA, tal y como se ha descrito anteriormente, tiene dos opciones básicas en virtud del Acuerdo:

- (1) **No hacer nada.** No tiene que hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de la Clase y/o un Pago PAGA Individual. Sin embargo, como Miembro Participante de la Clase, renunciará a su derecho a presentar reclamaciones salariales correspondientes al Período de la Demanda Colectiva y reclamaciones de sanciones correspondientes al Período PAGA contra el Demandado.
- (2) **Excluirse del Acuerdo Colectivo.** Puede excluirse del Acuerdo Colectivo (optar por no participar) presentando una Solicitud de Exclusión por escrito en la que notifique al Administrador su deseo de ser excluido. Si se excluye del Acuerdo Colectivo, no recibirá un Pago Individual de la Clase. Sin embargo, conservará su derecho a presentar personalmente reclamaciones salariales correspondientes al Período de la Demanda colectiva contra el Demandado. No puede excluirse de la parte del Acuerdo Colectivo propuesta relativa a la Ley PAGA. Si es un empleado perjudicado, seguirá teniendo derecho a un Pago PAGA Individual independientemente de si se excluye del Acuerdo Colectivo.

El Demandado no tomará represalias contra usted por ninguna medida que adopte en relación con el Acuerdo propuesto.

RESUMEN DE SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo.	Si no hace nada, será un Miembro Participante de la Clase, con derecho a un Pago Individual de la Clase y a un Pago PAGA Individual (si lo hubiera). A cambio, renunciará a su derecho a reclamar al Demandado las reclamaciones salariales cubiertas por este Acuerdo (Reclamaciones Exoneradas).
Puede excluirse del Acuerdo Colectivo, pero no del Acuerdo PAGA. La fecha límite para excluirse es el 23 de junio de 2026.	Si no desea participar plenamente en el Acuerdo propuesto, puede excluirse del Acuerdo Colectivo enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, será un Miembro No Participante de la Clase y ya no tendrá derecho a un Pago Individual de la Clase. Los Miembros No Participantes de la Clase no pueden oponerse a ninguna parte del Acuerdo propuesto. Véase la Sección 6 de este Aviso. No puede excluirse de la parte del Acuerdo propuesto relativa a la Ley PAGA. El Demandado debe pagar pagos PAGA individuales a todos los empleados perjudicados, y estos deben renunciar a su derecho a reclamar las Reclamaciones Exoneradas en virtud de la Ley PAGA (definidas más adelante).
Los miembros participantes de la Clase pueden oponerse al Acuerdo Colectivo, pero no al Acuerdo PAGA. Las objeciones por escrito deben presentarse antes del 23 de junio de 2026.	Todos los miembros de la Clase que no se hayan excluido (“Miembros Participantes de la Clase”) pueden presentar objeciones a cualquier aspecto del Acuerdo propuesto. La decisión del tribunal sobre la aprobación definitiva del Acuerdo incluirá una determinación de la cantidad que se abonará a los abogados de la Clase y a los Demandantes que interpusieron la Demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los abogados de la Clase ni a los Demandantes, pero cada dólar pagado a los abogados de la Clase y a los Demandantes reduce la cantidad total pagada a los Miembros Participantes de la Clase. Puede oponerse a las cantidades solicitadas por los abogados de la Clase o los Demandantes si considera que son irrazonables. Consulte la sección 7 de este aviso.
Puede participar en la Audiencia de Aprobación Definitiva del 5 de agosto de 2026.	La Audiencia de Aprobación Definitiva del tribunal está prevista para el 5 de agosto de 2026. No es obligatorio que asista, pero tiene derecho a comparecer (o a contratar a un abogado para que comparezca en su nombre, corriendo usted con los gastos), ya sea en persona, por teléfono o a través de la plataforma de comparecencia virtual del tribunal. Los Miembros Participantes de la Clase pueden oponerse verbalmente al Acuerdo en la Audiencia de Aprobación Definitiva. Consulte la sección 8 de este aviso.
Puede impugnar el cálculo de sus Semanas Laborales o períodos de pago. Las impugnaciones por escrito deben presentarse antes del 23 de junio de 2026.	El importe de su Pago Individual de la Clase y de su Pago PAGA (si lo hubiera) depende del número de Semanas Laborales que trabajó durante el Período de la Clase y del número de períodos de pago que trabajó durante el Período PAGA, respectivamente. El número de Semanas Laborales del Período de la Demanda colectiva y el número de períodos de pago PAGA en los que trabajó, según los registros del Demandado, se indican en la primera página de este Aviso. Si no está de Acuerdo con cualquiera de estas cifras, debe impugnarlas antes del 23 de junio de 2026. Consulte la sección 4 de este Aviso.

1. ¿EN QUÉ CONSISTE LA DEMANDA?

Los Demandantes son antiguos empleados del Demandado. La Demanda acusa al Demandado de infringir las leyes laborales de California al no pagar las horas extras, el salario mínimo, los salarios adeudados tras el cese y los gastos reembolsables, y al no proporcionar los períodos de comida, los descansos y las nóminas detalladas y precisas que exige la normativa, entre otras reclamaciones. Basándose en las mismas reclamaciones, los Demandantes también han presentado una reclamación de sanciones civiles en virtud de la Ley General de Abogados Privados de California (Código Laboral §§ 2698 y siguientes) (“PAGA”). Los Demandantes están representados por abogados en la Demanda: MOORADIAN LAW, APC y LIPELES LAW GROUP, APC (“Abogados de la Demanda colectiva”). El Demandado niega rotundamente haber infringido ninguna ley o haber dejado de pagar ningún salario y sostiene que cumplió con todas las leyes aplicables. El Demandado está representado por los abogados de la Demanda: LANDEGGER VERANO, ALC (“abogados de la defensa”).

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HAYA RESUELTO MEDIANEMENTE?

Hasta la fecha, el Tribunal no se ha pronunciado sobre si el Demandado o los Demandantes tienen razón en cuanto al fondo del asunto. Mientras tanto, los Demandantes y el Demandado contrataron a un mediador neutral y con experiencia con el fin de resolver la Demanda mediante la negociación de un Acuerdo para poner fin al caso (llegar a un Acuerdo extrajudicial), en lugar de continuar con el costoso y prolongado proceso de litigio. Las negociaciones tuvieron éxito. Mediante la firma de un extenso Acuerdo de conciliación por escrito (“Acuerdo”) y el compromiso de solicitar conjuntamente al Tribunal que dicte una sentencia que ponga fin a la Demanda y haga cumplir el Acuerdo, los Demandantes y el Demandado han negociado una propuesta de conciliación que está sujeta a la aprobación definitiva del Tribunal. Ambas partes coinciden en que la propuesta de conciliación constituye un compromiso respecto a las reclamaciones controvertidas. Al aceptar la conciliación, el Demandado no admite ninguna infracción ni reconoce el fundamento de ninguna de las reclamaciones.

Los Demandantes y los abogados de la Clase creen firmemente que el Acuerdo es un buen Acuerdo para usted porque consideran que: (1) el Demandado ha aceptado pagar una cantidad justa, razonable y adecuada teniendo en cuenta la solidez de las

reclamaciones y los riesgos e incertidumbres de continuar con el litigio; y (2) el Acuerdo redunda en el mejor interés de los miembros de la Clase y de los empleados perjudicados. El Tribunal ha aprobado de forma preliminar el Acuerdo propuesto por considerarlo justo, razonable y adecuado, ha autorizado la presente Notificación y ha fijado una Audiencia de Aprobación Definitiva.

3. **¿CUÁLES SON LAS CONDICIONES IMPORTANTES DEL ACUERDO PROPUESTO?**

- (1) El Demandado pagará \$375,000.00 como importe bruto del Acuerdo (“Acuerdo bruto”). El Demandado ha acordado depositar el importe bruto del Acuerdo en una cuenta controlada por el administrador del Acuerdo. El administrador utilizará el importe bruto del Acuerdo para pagar los pagos individuales de la Clase, los pagos PAGA Individuales, los pagos por servicios de los representantes de la Clase, los honorarios y gastos de los abogados de la Clase, los gastos del administrador y las sanciones que se pagarán a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA”). Suponiendo que el Tribunal conceda la aprobación definitiva, el Demandado ingresará el importe bruto del Acuerdo en un plazo de 30 días a partir de que la sentencia dictada por el Tribunal sea firme. La sentencia será firme en la fecha en que el Tribunal la dicte, o en una fecha posterior si los Miembros Participantes de la Clase se oponen al Acuerdo propuesto o si se recurre la sentencia.
- (2) Deducciones del Acuerdo bruto aprobadas por el tribunal. En la Audiencia de Aprobación Definitiva, los Demandantes y/o los abogados de la Demanda colectiva solicitarán al tribunal que apruebe las siguientes deducciones del Acuerdo bruto, cuyos importes serán decididos por el tribunal en la Audiencia de Aprobación Definitiva:
 - a) Hasta \$131,250.00 (el 35 % del importe bruto del Acuerdo) para los abogados de la Demanda colectiva en concepto de honorarios y hasta \$25,000.00 para sus gastos procesales. Hasta la fecha, los abogados de la Demanda colectiva han trabajado y han incurrido en gastos relacionados con la Demanda sin recibir pago alguno. El 80 % de los honorarios de abogados concedidos se pagará a Mooradian Law, APC y el 20 % a Lipeles Law Group, APC.
 - b) Hasta \$20,000 para los Demandantes nombrados (\$10,000 cada uno) en concepto de pagos por servicios de representación de la Clase por presentar la Demanda, colaborar con los abogados de la Clase y representar a la Clase. Los pagos por servicios de representación de la Clase serán las únicas cantidades que recibirán los Demandantes, aparte del Pago Individual de la Clase y de cualquier Pago PAGA Individual.
 - c) Hasta \$9,000.00 para el Administrador en concepto de servicios de administración del Acuerdo.
 - d) Hasta \$20,000.00 en concepto de sanciones PAGA, de los cuales el 75 % se destinará al pago PAGA de la LWDA y el 25 % a pagos PAGA Individuales a los empleados perjudicados, en función de sus periodos de pago PAGA. Los miembros participantes de la Clase tienen derecho a oponerse a cualquiera de estas deducciones. El Tribunal considerará todas las objeciones.
- (3) Indemnización neta distribuida a los miembros de la Clase. Tras realizar las deducciones anteriores en las cantidades aprobadas por el tribunal, el administrador distribuirá el resto de la indemnización bruta (la “indemnización neta”) mediante pagos individuales a los Miembros Participantes de la Clase en función de sus Semanas Laborales durante el período de la Clase.
- (4) Impuestos adeudados sobre los pagos a los miembros de la Demanda colectiva. Los Demandantes y el Demandado solicitan al tribunal que apruebe una asignación del 10 % de cada Pago Individual de la Clase a salarios sujetos a impuestos (“parte salarial”) y del 90 % a intereses y sanciones (“parte no salarial”). La Parte Salarial está sujeta a retenciones y se declarará en los formularios W-2 del IRS. El Demandado pagará por separado los impuestos sobre nóminas que adeuda por la Parte Salarial. Los Pagos PAGA Individuales se contabilizan como sanciones y no como salarios a efectos fiscales. El Administrador declarará los Pagos PAGA Individuales y las Partes No Salariales de los Pagos Individuales de la Clase en los formularios 1099 del IRS.
Aunque los Demandantes y el Demandado han acordado estas asignaciones, ninguna de las partes le ofrece asesoramiento alguno sobre si sus pagos están sujetos a impuestos o sobre cuánto podría deber en concepto de impuestos. Usted es responsable de pagar todos los impuestos (incluidas las sanciones y los intereses sobre impuestos atrasados, si procede) sobre cualquier pago recibido en virtud del Acuerdo propuesto. Debe consultar a un asesor fiscal si tiene alguna pregunta sobre las consecuencias fiscales del Acuerdo propuesto.
- (5) Es necesario cobrar los cheques de pago sin demora. En el anverso de cada cheque emitido para el Pago Individual de la Clase figurará la fecha de vencimiento del cheque (la fecha de caducidad). Si no lo cobra antes de dicha fecha, su cheque quedará automáticamente anulado y el importe se ingresará a su nombre en el Fondo de Bienes No Reclamados de la Contraloría de California. Si el importe de su cheque se envía al Fondo de Bienes No Reclamados del Contralor, deberá consultar las normas del Fondo para obtener instrucciones sobre cómo recuperar su dinero. (https://www.sco.ca.gov/search_upd.html).
- (6) Solicitudes de exclusión del Acuerdo Colectivo (exclusiones voluntarias). Se le considerará Miembro Participante de la Clase, participando plenamente en el Acuerdo Colectivo, a menos que notifique al Administrador por escrito, a más tardar el 23 de junio de 2026, que desea excluirse. La forma más sencilla de notificarlo al Administrador es enviar una Solicitud de Exclusión por escrito y firmada antes de la fecha límite de respuesta del 23 de junio de 2026. La solicitud de exclusión debe consistir en una carta del miembro de la Demanda colectiva o de su representante en la que se indique el nombre del miembro, su dirección actual, su número de teléfono y una declaración sencilla en la que se elija quedar excluido del Acuerdo. Los miembros de la Demanda colectiva excluidos (es decir, los miembros no participantes de la Clase) no recibirán Pagos Individuales de la Clase, pero conservarán su derecho a interponer personalmente reclamaciones por salarios y horas contra el Demandado.

No puede excluirse de la parte del Acuerdo relativa a la Ley PAGA. Los miembros de la Clase que se excluyan del Acuerdo Colectivo (Miembros no Participantes de la Clase) y que sean empleados perjudicados seguirán teniendo derecho a los pagos PAGA Individuales y deberán renunciar a su derecho a presentar reclamaciones en virtud de la Ley PAGA contra el Demandado basadas en las reclamaciones alegadas en la Demanda.

- (7) El Acuerdo propuesto quedará sin efecto si el tribunal deniega su aprobación definitiva. Es posible que el tribunal se niegue a conceder la aprobación definitiva del Acuerdo o a dictar sentencia. También es posible que el tribunal dicte una sentencia que sea revocada en apelación. Los Demandantes y el Demandado han acordado que, en cualquiera de estos casos, el Acuerdo quedará sin efecto: el Demandado no pagará ninguna cantidad y los miembros del colectivo no renunciarán a ninguna reclamación contra el Demandado.
- (8) Administrador. El tribunal ha designado a una empresa neutral, Phoenix Settlement Administrators (el “Administrador”), para enviar este aviso, calcular y efectuar los pagos, y tramitar las solicitudes de exclusión de los miembros del colectivo. El Administrador también resolverá las impugnaciones de los miembros del colectivo relativas a las Semanas Laborales, enviará y reenviará por correo los cheques del Acuerdo y los formularios fiscales, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador figura en la sección 9 de este aviso.
- (9) Exención de responsabilidad de los Miembros Participantes de la Clase. Una vez que la sentencia sea firme y el Demandado haya financiado íntegramente el importe bruto del Acuerdo y haya abonado por separado todos los impuestos sobre nóminas a cargo del empleador, los Miembros Participantes de la Clase tendrán legalmente prohibido hacer valer cualquiera de las “Reclamaciones Exoneradas” exoneradas en virtud del Acuerdo. Esto significa que, a menos que se haya excluido válidamente del Acuerdo Colectivo, no podrá Demandar, continuar con una Demanda ni formar parte de ninguna otra Demanda contra el Demandado o sus entidades relacionadas basada en las reclamaciones colectivas alegadas en la Demanda y resueltas por este Acuerdo.

Los Miembros Participantes de la Clase quedarán vinculados por la exención de las siguientes “Reclamaciones Exoneradas”:

Todos los Miembros Participantes de la Clase, en nombre propio y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, tanto actuales como anteriores, eximen a las Partes Exoneradas de todas y cada una de las reclamaciones que se alegaron o podrían haberse alegado en las Demandas operativas de la Demanda que surgieron durante el Período de la Clase, incluyendo, sin limitación, las siguientes reclamaciones: (a) el impago de todas las horas extras adeudadas; (b) el impago del salario mínimo adeudado; (c) incumplimiento en la concesión de períodos de comida conformes a la normativa, o en el pago de la prima correspondiente a los períodos de comida no conformes; (d) incumplimiento en la autorización y concesión de períodos de descanso, o en el pago de la prima correspondiente a los períodos de descanso no conformes; (e) incumplimiento en la inclusión de bonificaciones no discrecionales u otras formas de remuneración no discrecional en la tarifa salarial habitual; (f) incumplimiento en el pago de todas las horas trabajadas, incluyendo el trabajo fuera del horario laboral, el tiempo no productivo, los períodos de descanso y recuperación, y el tiempo sujeto a prácticas de redondeo; (g) incumplimiento en el pago de la remuneración por tiempo de presentación; (h) incumplimiento en la emisión de nóminas precisas y detalladas y en el mantenimiento de registros de nómina; (i) incumplimiento en permitir la inspección oportuna de los registros de empleo; (j) incumplimiento en el pago oportuno de todos los salarios adeudados tras la terminación del empleo; (k) el impago puntual de todos los salarios adeudados durante la relación laboral, incluido el pago atrasado de los salarios ordinarios; (l) el impago de los gastos profesionales necesarios, incluidos, entre otros, los gastos incurridos por el uso de teléfonos móviles personales con fines laborales, equipos de protección como guantes o mascarillas, y el mantenimiento o la limpieza de uniformes; (m) la no entrega de nóminas; (n) incumplimiento del pago de las primas prometidas por recomendación o por incorporación; (o) incumplimiento del pago de las vacaciones o los días libres remunerados acumulados o adquiridos; (p) incumplimiento del pago de dietas suficientes; (q) todas las reclamaciones en virtud de la sección 17200 del Código de Negocios y Profesiones de California por prácticas comerciales desleales que pudieran haberse basado en los hechos, reclamaciones, causas de acción o teorías jurídicas descritas anteriormente; (r) la infracción de las siguientes secciones del Código Laboral de California, o las reclamaciones en virtud de las mismas: secciones 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 del Código Laboral; y (s) el incumplimiento de las Órdenes Salariales de la Comisión de Bienestar Industrial de California que pudiera haberse basado en los hechos, reclamaciones, causas de acción o teorías jurídicas descritas anteriormente, así como cualquier posible sanción, interés o honorarios de abogados asociados con todas esas causas de acción en virtud de la legislación de California. (“Reclamaciones Exoneradas”). Salvo por la exención de los Demandantes por parte de estos y según se establece en la sección 5.3 del presente Acuerdo, los Miembros Participantes de la Clase no eximen ninguna otra reclamación, incluidas las reclamaciones por prestaciones adquiridas (distintas de los días libres remunerados y las vacaciones), despido improcedente, incumplimiento de la Ley de Igualdad en el Empleo y la Vivienda, seguro de desempleo, discapacidad, seguridad social, indemnización por accidente laboral, o reclamaciones basadas en hechos ocurridos fuera del Período de la Demanda colectiva.

Las “Partes exoneradas” se refieren a: el Demandado, y cada uno de sus antiguos y actuales consejeros, directivos, responsables, fideicomisarios, accionistas, propietarios, gerentes, agentes de gestión, empleados exentos, representantes, abogados, aseguradoras, predecesores, sucesores, cesionarios, nombres comerciales, sociedades matrices, filiales y empresas afiliadas.

- (10) Exención de PAGA de los empleados perjudicados. Una vez que la sentencia del Tribunal sea firme y el Demandado haya financiado íntegramente el Acuerdo Bruto, todos los empleados perjudicados tendrán prohibido hacer valer cualquiera de las “Reclamaciones PAGA Exoneradas” contra el Demandado, independientemente de que se excluyan o no del Acuerdo. Esto significa que todos los empleados perjudicados, incluidos aquellos que son Miembros Participantes de la Clase y aquellos que se excluyen del Acuerdo Colectivo, no podrán Demandar, continuar con una Demanda ni participar en ninguna otra reclamación PAGA contra el Demandado o sus entidades relacionadas basada en las reclamaciones PAGA alegadas en la Demanda y resueltas por este Acuerdo. Los “empleados perjudicados” quedarán vinculados por la renuncia a las siguientes “reclamaciones PAGA exoneradas”:

Todos los miembros del colectivo que sean empleados perjudicados, independientemente de si son Miembros Participantes de la Clase o Miembros No Participantes de la Clase, eximirán, en nombre propio y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, tanto actuales como anteriores, a las partes exoneradas de todas las reclamaciones, Demandas, derechos, responsabilidades y causas de acción en virtud de la Ley General de Abogados Privados del Código Laboral de California que se alegaron, o que razonablemente podrían haberse alegado, basándose en las reclamaciones formuladas en las Demandas operativas de la Demanda, las Notificaciones PAGA (y cualquier modificación de las mismas) y determinadas en el curso de la Demanda, surgidas durante o en relación con el Período PAGA. (“Reclamaciones PAGA exoneradas”). La exención anterior será vinculante para los Demandantes, los empleados perjudicados y el Estado de California, y dará derecho al Demandado a impedir, por fuerza de cosa juzgada, cualquier reclamación en virtud de la Ley PAGA presentada por cualquier persona, incluidos los empleados perjudicados, en nombre del Estado de California, en relación con cualquier reclamación basada en las Reclamaciones Exoneradas.

4. **¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?**

- (1) Pagos individuales de la Clase. El “Importe neto del Acuerdo” se calcula deduciendo del Importe bruto del Acuerdo los importes aprobados por el Tribunal para los Pagos PAGA Individuales, el Pago de la LWDA en virtud de la Ley PAGA, los Pagos por servicios de los representantes de la Clase, el Pago de los honorarios de los abogados de la Clase, el Pago de los gastos de litigio de los abogados de la Clase y el Pago de los gastos de administración. El resto se pagará a los Miembros Participantes de la Clase en forma de Pagos Individuales de la Clase. El Administrador calculará los Pagos Individuales de la Clase (a) dividiendo el Importe Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Clase, y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro Participante de la Clase.
- (2) Pagos PAGA individuales. El Administrador calculará los pagos PAGA individuales (a) dividiendo el 25 % de las sanciones PAGA (\$5,000.00) entre el número total de períodos de pago PAGA trabajados por todos los empleados perjudicados y (b) multiplicando el resultado por el número de períodos de pago PAGA trabajados por cada empleado perjudicado individualmente.
- (3) Reclamaciones sobre la semana laboral y el período de pago. El número de Semanas Laborales de la Clase que trabajó durante el período de la Clase y el número de períodos de pago PAGA que trabajó durante el período de la Ley PAGA, tal y como figuran en los registros del Demandado, se indican en la primera página de este aviso. Tiene hasta el 23 de junio de 2026 para impugnar el número de Semanas Laborales y/o períodos de pago que se le han acreditado. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo postal. La sección 9 de este Aviso contiene la información de contacto del Administrador. Debe respaldar su impugnación enviando copias de nóminas u otros registros. El Administrador aceptará como exactos los cálculos del Demandado sobre las Semanas Laborales y/o los períodos de pago basados en los registros del Demandado, a menos que envíe copias de registros que contengan información contraria. Debe enviar copias en lugar de originales, ya que los documentos no le serán devueltos. El Administrador resolverá las impugnaciones relativas a las Semanas Laborales y/o los períodos de pago basándose en su presentación y en las aportaciones de los abogados de la Demanda colectiva (que defenderán los intereses de los Miembros Participantes de la Clase) y de los abogados del Demandado. La decisión del Administrador es definitiva. No puede apelar ni impugnar de ningún otro modo su decisión definitiva.

5. **¿CÓMO SE ME PAGARÁ?**

- (1) Miembros Participantes de la Clase. El Administrador enviará, por correo postal de EE. UU., un único cheque a cada miembro Participante de la Clase (es decir, a cada miembro de la Clase que no se haya excluido), incluidos aquellos que también reúnan los requisitos para ser considerados empleados perjudicados. El único cheque combinará el Pago Individual de la Clase y el Pago PAGA Individual, si procede.
- (2) Miembros no Participantes de la Clase. El Administrador enviará, por correo postal de EE. UU., un único cheque de pago PAGA Individual a cada empleado perjudicado, incluidos aquellos que se hayan excluido del Acuerdo Colectivo (es decir, cada miembro no Participante de la Clase que sea un empleado perjudicado).

Su cheque se enviará a la misma dirección que figura en este Aviso. Si cambia de dirección, asegúrese de notificarlo al Administrador lo antes posible. La sección 9 de este Aviso contiene la información de contacto del Administrador.

6. ¿CÓMO PUEDO EXCLUIRME DEL ACUERDO COLECTIVO?

Envíe una carta escrita y firmada en la que figure su nombre, dirección actual, número de teléfono, los cuatro últimos dígitos de su número de la Seguridad Social y una declaración sencilla en la que indique que no desea participar en el Acuerdo. El Administrador le excluirá basándose en cualquier escrito en el que comunique su solicitud de exclusión. Asegúrese de firmar personalmente su solicitud, de identificar la Demanda como *Luis Coto Alfaro contra Alvand Transportation Corp.* y de incluir su información de identificación (nombre completo, dirección, número de teléfono, fechas aproximadas de empleo y los cuatro últimos dígitos de su número de la Seguridad Social con fines de verificación). Debe realizar la solicitud usted mismo. Si otra persona realiza la solicitud en su nombre, no será válida. **Debe enviar su solicitud de exclusión al Administrador antes del 23 de junio de 2026; de lo contrario, no será válida. La sección 9 de la Notificación contiene la información de contacto del Administrador.**

7. ¿CÓMO PUEDO Oponerme al Acuerdo?

Solo los Miembros Participantes de la Clase tienen derecho a oponerse al Acuerdo. Antes de decidir si se opone, es posible que desee ver lo que los Demandantes y el Demandado solicitan al Tribunal que apruebe. Al menos 16 días hábiles antes de la Audiencia de Aprobación Definitiva del 5 de agosto de 2026, los Abogados de la Clase y/o los Demandantes presentarán ante el Tribunal (1) una Moción de Aprobación Definitiva que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Moción de Honorarios, gastos procesales y pagos por servicios de los representantes de la Clase en la que se indique (i) el importe que los abogados de la Clase solicitan en concepto de honorarios y gastos procesales; y (ii) los importes que los Demandantes solicitan como pagos por servicios de los representantes de la Clase. Previa solicitud razonable, los abogados de la Clase (cuya información de contacto figura en la sección 9 de este aviso) le enviarán copias de estos documentos sin coste alguno para usted. También puede consultarlos en el sitio web del Administrador: [alfaro-v-alvand-transportation.phoenixcases.com](https://www.lacourt.org/casesummary/ui/) o en el sitio web del Tribunal: <https://www.lacourt.org/casesummary/ui/>.

Un miembro Participante de la Clase que no esté de Acuerdo con algún aspecto del Acuerdo, de la Moción de aprobación definitiva o de la Moción relativa a los honorarios, los gastos procesales y los pagos por los servicios del representante del colectivo puede presentar una objeción, por ejemplo, alegando que el Acuerdo propuesto es injusto o que las cantidades solicitadas por los abogados del colectivo o por los Demandantes son demasiado elevadas o demasiado bajas. **La fecha límite para enviar las objeciones por escrito al Administrador es el 23 de junio de 2026.** Asegúrese de indicar al Administrador a qué se opone, por qué se opone y cualquier hecho que respalde su objeción. Asegúrese de identificar la Demanda como *Luis Coto Alfaro contra Alvand Transportation Corp.* e incluya su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo con el Demandado, y firme la objeción. La sección 9 de este Aviso contiene la información de contacto del Administrador.

Alternativamente, un Miembro Participante de la Clase puede presentar una objeción (o contratar personalmente a un abogado para que la presente, corriendo con los gastos) asistiendo a la Audiencia de Aprobación Definitiva. Usted (o su abogado) debe estar preparado para explicar al tribunal a qué se opone, por qué se opone y cualquier hecho que respalde su objeción. Consulte la sección 8 de este aviso (inmediatamente a continuación) para obtener detalles sobre la Audiencia de Aprobación Definitiva.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE Aprobación Definitiva?

Puede, aunque no está obligado a ello, asistir a la Audiencia de Aprobación Definitiva el 5 de agosto de 2026, a las 10:00 a. m., en la Sala 9 del Tribunal Superior de Los Ángeles, situado en 312 North Spring Street, Los Ángeles, CA 90012. En la audiencia de aprobación definitiva del Acuerdo, el juez decidirá si concede la aprobación definitiva del Acuerdo y qué parte del importe bruto del Acuerdo se pagará a los abogados del colectivo, a los Demandantes y al administrador. El tribunal solicitará comentarios a los opositores, a los abogados del colectivo y a los abogados de la defensa antes de tomar una decisión. Puede asistir (o contratar a un abogado para que asista) ya sea en persona o de forma virtual a través de LACourtConnect (<https://www.lacourt.org/lacc/>). Consulte el sitio web del Tribunal para obtener la información más actualizada.

Es posible que el tribunal cambie la fecha de la Audiencia de Aprobación Definitiva. Le recomendamos que consulte previamente el sitio web del administrador [alfaro-v-alvand-transportation.phoenixcases.com](https://www.lacourt.org/lacc/) o que se ponga en contacto con los abogados del colectivo para verificar la fecha y la hora de la Audiencia de Aprobación Definitiva.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que el Demandado y los Demandantes se han comprometido a hacer en virtud del Acuerdo propuesto. La forma más sencilla de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar el sitio web de Phoenix Settlement Administrators en [alfaro-v-alvand-transportation.phoenixcases.com](https://www.lacourt.org/lacc/). También puede llamar por teléfono o enviar un correo electrónico a los abogados de la Demanda colectiva o al administrador utilizando la información de contacto que figura a continuación, o consultar el sitio web del Tribunal Superior accediendo a (<http://www.lacourt.org/casesummary/ui/index.aspx>) e introduciendo el número de caso de la Demanda, el n.º 24STCV01452. También puede concertar una cita para revisar personalmente los documentos judiciales en la Secretaría del Tribunal Stanley Mosk llamando al (213) 830-0800.

NO LLAME POR TELÉFONO AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Administrador del Acuerdo:

Phoenix Settlement Administrators

P.O. Box 7208, Orange, CA 92863

Teléfono: (800) 523-5773

Fax: (949) 209-2503

Correo electrónico: info@phoenixclassaction.com

Abogados de los Demandantes y de los miembros de la Clase del Acuerdo:

Zorik Mooradian, Esq.

zorik@mooradianlaw.com

Haik Hacopian, Esq.

haik@mooradianlaw.com

MOORADIAN LAW, APC

24007 Ventura Blvd., Suite 210

Calabasas, CA 91302

Teléfono: (818) 487-1998

Kevin A. Lipeles, Esq.

kevin@kallaw.com

LIPELES LAW GROUP, APC

880 Apollo Street, Suite 336

El Segundo, CA 90245

Teléfono: (310) 322-2211

10. ¿QUÉ PASA SI PIERDO MI CHEQUE DE ACUERDO?

Si pierde o extravía su cheque de Acuerdo antes de cobrarlo, el Administrador se lo reemplazará siempre y cuando solicite dicho reemplazo antes de la fecha de caducidad que figura en el anverso del cheque original. Si su cheque ya ha caducado, debe ponerse en contacto con el Fondo de Bienes No Reclamados para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ SUCEDE SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, debe notificar inmediatamente al Administrador si se muda o cambia su dirección postal.

POR FAVOR, NO SE PONGA EN CONTACTO CON EL SECRETARIO DEL TRIBUNAL, EL JUEZ O EL DEMANDADO PARA REALIZAR CONSULTAS.

Las declaraciones contenidas en este documento no constituyen resoluciones de un tribunal de justicia. Estas declaraciones no son una expresión de opinión ni de aprobación por parte de un juez. Este aviso se basa únicamente en las declaraciones de las partes de este litigio. Ha recibido este aviso para ayudarle a decidir qué medidas, si las hubiera, debe tomar en relación con este litigio.

Exhibit B



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



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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 responsibility.

Estimate Total: \$8,000.00



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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
HAIK HACOPIAN

1 **DECLARATION OF HAIK HACOPIAN**

2 I, Haik Hacopian, declare as follows:

3 1. I am an attorney at law duly licensed to practice law in the state of California.
4 I work with Mooradian Law, APC and, along with Zorik Mooradian, am counsel for Plaintiff
5 Luis Coto Alfaro and have been appointed as Class Counsel in the class action lawsuit entitled
6 *Luis Coto Alfaro, et al. v. Alvand Transportation Corp.*, and bearing Los Angeles County
7 Superior Court Case No. 24STCV01452. I make this Declaration in support of Plaintiffs'
8 Motion for Final Approval of Class Action Settlement, Class Representatives' Enhancement
9 Awards, Class Counsel Attorneys' Fees and Costs, Settlement Administration Costs, and
10 LWDA Payment based on my own personal knowledge and if called as a witness I could and
11 would competently testify to the following facts stated herein.

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

19 3. The following is a short title index of wage-and-hour class action cases
20 in which I have represented and/or continue to represent named plaintiff in the capacity of co-
21 counsel: Rodriguez v. KBS/ BC537386; Tovar v. Baron HR, LLC/ BC517984; Nuno v.
22 Universal Building Maintenance/BC541570; Cabrera v. Complete Facilities
23 Maintenance/BC538248; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
24 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills Country
25 Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-CXC; Balaguer v.
26 Eminent, Inc./19STCV16803; Avina v. Marriott/30-2017-00945551; Barragan v. Golden
27 Hotels Limited Partnership/30-2018-01007420; Boch v. Merchants Building
28 Maintenance/BC681320; 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; Galvan v. Property Mgt. Associates/BC722781; Gonzalez v. Toyon Catering, Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-01092546; Ramos v. Liberty Container Corp./20STCV06560; Hernandez v. Resource Employment Solutions/30-2019-01084740; Leon v. Island Hospitality Mgt./30-2019-01060719; 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 Staffing/19STCV29817; Moreno v. DCX-CHOL Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I, LLC/30-2018-00999474; Alvarez v. Greenfield Care Center of Fullerton/30-2017-00958478; Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v. First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/19STCV11434; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres v. Metro Security/19STCV15680; Villacana v. Crothall Laundry Services, Inc./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 continue to serve as Class Counsel in this matter and I am fully aware of the responsibilities I owe as Class Counsel to the class in this action. I also know of no conflicts that would preclude Mr. Alfaro from continuing to serve 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 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 continues to remain fair to the class, reasonable and more than adequate in view of

1 (i) the strength of Plaintiffs' claims and Defendant's defenses, (ii) the risk, expense,
2 complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining
3 class certification and maintaining class action status through trial, (iv) the total settlement
4 amount of \$375,000 offered in settlement, (v) the discovery conducted by the Parties in this
5 case, (vi) my experience with similar settlements in wage and hour class actions that have
6 received court approval, (vii) the fact that the settlement was the result of arms' length
7 negotiations between experienced counsel facilitated by Mr. David Phillips, a respected
8 neutral mediator; and (viii) the overwhelmingly positive response from the class with nary an
9 objection or exclusion request.

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

16 8. On May 6, 2025, Plaintiffs and Defendant participated in a full-day mediation
17 before Mr. David S. Phillips. The Parties were able to reach a resolution at the mediation and
18 entered into a Memorandum of Understanding ("MOU"). The Parties ultimately entered into
19 their Class Action and PAGA Settlement Agreement incorporating the MOU's terms and
20 which was based on the LASC model agreement for class and PAGA settlements, a true and
21 correct copy of which was included as part of Plaintiffs' Preliminary Approval filing.

22 9. This Court entered the Preliminary Approval Order on March 19, 2026. Prior
23 to that, on December 9, 2025, the Court conditionally granted preliminary approval after
24 holding a hearing on Plaintiffs' Preliminary Approval Motion on that date. Plaintiffs filed
25 their Motion for Preliminary Approval on August 28, 2025. On January 14, 2026, Plaintiffs
26 filed a Supplemental Declaration that included a fully executed version of the operative
27 Amended Class Action and PAGA Settlement Agreement and Class Notice ("Settlement
28 Agreement"). The Settlement Agreement was entered into after the Court requested the Class

1 Notice indicate the fee-splitting between class counsel and the total sum being requested for
2 Plaintiffs' enhancements. A true and correct copy of the March 23, 2026 Notice of Entry of
3 Order Granting Preliminary Approval of Class Action Settlement is attached hereto as **Exhibit**
4 **"1"**.

5 10. This Settlement provides for Defendant to pay the non-reversionary settlement
6 amount of \$375,000 ("Gross Settlement Amount"), in addition to the employer share of
7 payroll taxes on the wage component of this Settlement. S.A. ¶¶1.22, 3.1. The Net Settlement
8 Amount is the amount remaining from the Settlement Amount after deducting Class Counsel
9 fees (\$131,250 or thirty-five percent (35%) of the Gross Settlement Amount), Class Counsel
10 costs (\$18,781.24), the service awards to named Plaintiffs (\$20,000.00 or \$10,000.00 each),
11 settlement administration costs (\$8,000.00), the LWDA's 75% share of the PAGA allocation
12 (\$15,000.00), and aggrieved employees 25% share of same (\$5,000.00). S.A. ¶1.28. The
13 foregoing deductions from the Settlement Amount result in an estimated Net Settlement
14 Amount of \$176,968.76. The simple average class settlement payment calculates to \$793.58
15 ($\$176,968.76 \div 223$).

16 11. This Court found that the Class meets all the requirements for class
17 certification for settlement purposes when it granted preliminary approval of the Settlement
18 on March 19, 2026. No new circumstances have cast any doubt on the propriety of the
19 preliminary approval determination.

20 12. Plaintiffs would likely encounter extreme difficulty in certifying most of the
21 claims in this case because, while they may present substantial common liability issues, they
22 also give rise to individual damages issues. As explained in the briefing in support of the
23 Motion for Preliminary Approval, the primary claim for unpaid wages was subject to
24 applicable overtime exemptions for drivers. As to meal and rest break claims for drivers, they
25 would be barred under the FMCSA's determination of pre-emption of California's meal and
26 rest break laws for interstate drivers by federal Hours of Service regulations. The claims of
27 non-drivers were subject to CBAs that made legally compliant allowances for meal and rest
28 break claims. Defendant vehemently denied that it engaged in any unlawful activity, failed to

1 comply with the law in any respect, or has any liability to any person or entity under the claims
2 asserted in the lawsuit.

3 13. Various considerations bore heavily on the negotiations allowing for the
4 Settlement, and furthermore confirm that the Settlement is a fair, adequate, and reasonable
5 compromise in view of the risks of further litigation.

6 14. An allocation method based on the number of workweeks worked during the
7 Class Period is fair, adequate, and reasonable because it correlates to the extent of harm
8 allegedly suffered based on the asserted claims.

9 15. My current standard billing rate is \$600 per hour. I have spent at least 50 hours
10 on this matter which can be summarized as follows:

Category/Tasks	Hours
Preliminary case work including assessment of file for potential claims/lawsuits, interview of client, review of client records, research into parties, claims, and potential defenses, review of other pending and related matters/settlements, and incidental work:	6
Work on file prior to appearances by Defendant including prep of case initiating pleadings incl complaint, amended pleadings, service, prep and communicate PAGA letter, case calendaring, and incidental work:	5
Work on file post-appearances including litigation, pleadings, conferences with counsel, prep and review joint reports, notices of ruling, calendaring, court appearances, and incidental work:	5
Preparation for mediation including review/analysis of produced data, interface with retained expert, damage analysis, preparing brief, communications with counsel and client, and incidental work:	7
Appear at full-day mediation with David Phillips	8
Post-settlement work including work on MOU, long-form agreement, review and communications with Mr. Alfaro, communications w/counsel, prep of prelim	9

approval motion, prelim approval appearance, supp decl/amendment, and incidental work:	
Post-Preliminary Approval work including notices, oversight of class notice process, communications with administrator and counsel, Prep of Final Approval Motion	7
Appearance at Final Approval, related notices, case administration and oversight work through completion (estimated)	3
HOURS	50

16. I have reviewed the lodestars of counsel submitted in support of the fee award and the total present and anticipated minimum lodestar tallies to \$101,230. The application of a multiplier of 1.3 to that lodestar results in the \$131,250 requested fee award. ($\$131,250 \div \$101,230 = 1.3$). Notably, the submitted lodestars for Mooradian Law, APC do not include work performed by office staff in this matter.

17. Adjusting the rates of Mooradian Law, APC to the current Laffey Matrix, at \$1,141 for Mr. Mooradian (20+ years) and \$878 for myself, will result in a lodestar of \$87,258 for Mooradian Law, APC $[(\$1,141 \times 38) + (\$878 \times 50)]$. Adding this lodestar to the one presented by co-counsel (\$38,930.00) results in a lodestar of \$126,188. To the extent co-counsel's rates are also adjusted to the Laffey rates, the total lodestar should exceed the requested \$131,250 fee award.

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

Executed this 29th day of June 2026, in Pasadena, California.

/s/Haik Hacopian
Haik Hacopian, Declarant

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3 HAIK HACOPIAN, Bar No. 282361

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7 Calabasas, CA 91302

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Superior Court of California,
County of Los Angeles
3/23/2026 5:44 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

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

12 Kevin A. Lipeles (Bar No. 244275)

13 Thomas H. Schelly (Bar No. 217285)

14 LIPELES LAW GROUP, APC

15 880 Apollo Street, Suite 336

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17 Telephone: (310) 322-2211

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19 Attorneys for: Plaintiff MISHAYLA MONIQUE MOSBY, on her own behalf and
20 on behalf of all others similarly situated

21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
22 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

23 LUIS COTO ALFARO, MISHAYLA
24 MONIQUE MOSBY, individually and on
25 behalf of other persons similarly situated
26 and similarly aggrieved employees,

27 Plaintiffs,

28 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

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

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

8
9 Dated: March 23, 2026

MOORADIAN LAW, APC
LIPELES LAW GROUP, APC

11 By: /s/Haik Hacopian
12 Zorik Mooradian, Esq.,
13 Haik Hacopian, Esq.,
14 Kevin A. Lipeles, Esq.
15 Thomas H. Schelly, Esq.
16 Attorneys for Plaintiffs, individually and on
17 behalf of other persons similarly situated
18
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03/19/2026

Preliminary Approval of Class Action Settlement
Department SSC-9

David W. Slayton, Executive Officer / Clerk of Court

By: M. Zavala Deputy

Alfaro, et al; 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%).
(¶18)

- The Net Settlement Amount (“NSA”) (**\$174,750**) is the GSA minus the following:
 - Up to **\$131,250 (35%)** for attorney fees (¶13.2.2);
 - **Fee Split:** 80% to Mooradian Law, APC and 20% to Lipeles Law Group, APC. (Hacopian Decl., ¶16.)
 - Up to **\$25,000** for litigation costs (¶13.2.2);
 - Up to **\$20,000** for Service Payments to the Named Plaintiffs (\$10,000 each) (¶13.2.1);
 - Up to **\$9,000** for settlement administration costs (¶13.2.3); and
 - Payment of **\$15,000** PAGA penalty (75% of \$20,000 to the LWDA). (¶13.2.5.)
- Defendant shall separately pay Defendant’s share of employer payroll taxes owed on the Wage Portions of the Individual Class Payment. (¶13.1.)
- 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. (¶14.3)
- 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. (¶14.4.)
- There is no claim form requirement. (¶13.1)
- 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. (¶13.2.4) 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. (¶13.2.4.2)
 - Tax Allocation: 10% as wages and 90% as interest and penalties. (¶13.2.4.1)
- 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. (¶13.2.5.1) If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. (¶13.2.5.2)

- 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)

ANALYSIS OF SETTLEMENT AGREEMENT

1. Does a presumption of fairness exist?

1. Was the settlement reached through arm’s-length bargaining? 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.)

Were investigation and discovery sufficient to allow counsel and the court to act intelligently? 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. Is counsel experienced in similar litigation? 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. What percentage of the class has objected? 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.”).

CONCLUSION: 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: (¶15.)

- 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. (¶15.2.)

- 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. (¶15.3)
- Named Plaintiff will also provide general releases and CC § 1542 waivers. (¶15.1.)

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. Windsor* (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

Elaine Lu / Judge
Judge of the Superior Court

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

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

Attorneys for Defendant Alvand
Transportation Corp.

(Filed online at
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>)

☒ **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

PROOF OF SERVICE

Declaration of
ZORIK MOORADIAN

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DECLARATION OF ZORIK MOORADIAN

I, Zorik Mooradian, declare as follows:

1. I am an attorney at law duly licensed to practice law in the state of California.

I am the principal of Mooradian Law, APC and, along with Haik Hacopian, am counsel for Plaintiff Luis Coto Alfaro and have been appointed as Class Counsel in the class action lawsuit entitled *Luis Coto Alfaro, et al. v. Alvand Transportation Corp.*, and bearing Los Angeles County Superior Court Case No. 24STCV01452. I make this Declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement, Class Representatives' Enhancement Awards, Class Counsel Attorneys' Fees and Costs, Settlement Administration Costs, and LWDA Payment 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 attended Texas A & M University (Kingsville) and California State University Los Angeles (Los Angeles), and I 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 37 years, I have litigated hundreds of cases with numerous bench and jury trials. My most recent employment jury verdict was in October 2019, in a Fair Employment and Housing retaliation matter, ranked in the US as the top 100 employment verdicts for that year. 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 sample index of class actions/PAGA and individual employment/wage-and-hour cases, in which I have represented and/or continue to represent the plaintiffs, mostly in the capacity of the lead counsel:

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

1 Creations/BC509401; Gonzales v. Nefab Packing/2;13-cv-04499 JAK-ss; Mendoza v.
2 Accentcare/30-2013-00661891-CU-OE-CXC; Nuno v. Universal Building
3 Maintenance/BC541570; Cabrera v. Complete Facilities Maintenance/BC538248; Valencia
4 v. Rubbercraft/BC 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
5 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills Country
6 Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-CXC; Bitton v.
7 Sterling Jewelry, Inc./CIVDS1612665; Blandin v. Malibu Mgt. Svcs., Inc./BC618629;
8 Barrera v. Coast Composites, Inc./30-2017-00909572 CU-OE-CJC; Aguilar v. Sweet Earth
9 Café/19STCV13373; Avina v. Marriott/30-2017-00945551; Azepita v. Eden Social
10 Restaurants, Inc./30-2019-01077185; Balaguer v. Eminent, Inc./19STCV16803; Barragan v.
11 Golden Hotels Limited Partnership/30-2018-01007420; Boch v. Merchants Building
12 Maintenance/BC681320; Bueno v. Proto Homes/19STCV20011; Cardenas v. Intercon
13 Security/19STCV11259; Castillo v. Robert's Waste/30-2018-01027486; Castro v. Bee Gee
14 Laboratories/BC712857; Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v.
15 Golden State Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura
16 v. WSON-55/19STCV22958; Cruel v. Andreas Elsenhans/19STCV35496; Espinoza v. Don
17 Chava Mgt./19STCV27068; Galvan v. Property Mgt. Associates/BC722781; Godoy v.
18 UCLA/19STCV04634; Gonzalez v. Toyon Catering, Inc./19STCV11369; Gonzalez v. FMS
19 Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-01092546; Guzman v.
20 Millennium Shoes/19STCV33166; Hernandez v. Township Retail Services/18STCV06709;
21 Hernandez v. Resource Employment Solutions/30-2019-01084740; Herrera v. Color Spot
22 Nurseries/30-2017-00933249; Leon v. Island Hospitality Mgt./30-2019-01060719; Martinez
23 v. Snakerz/19STCV02674; Mendoza v. Savage Service Corp./18STCV04798; Martinez v.
24 Riviera Beverages/ 30-2019-01056796; Mendoza v. United Production Framing/30-2019-
25 01104255; Alfaro Cano v. Coordinated Staffing/19STCV29817; Moreno v. DCX-CHOL
26 Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran
27 Najera v. TOPH I, LLC/30-2018-00999474; Nunez v. Wonderland Montessori,
28 LLC/18STCV06042; Enriquez v. The Johnny Rockets Group/19STCV43986; Pallares -

1 Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v. First Rate
2 Staffing/18STCV02057; Popoca v. Denim Technologies/ 19STCV11434; Reidy v. City of
3 Inglewood/18STCV09373; Rosales v. DBR Premium/19STCV32726; Salceda v. GBG USA,
4 Inc./ 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778; Torres v. Metro
5 Security/19STCV21114; Torres v. Metro Security/19STCV15680; Trujillo v. Securitas
6 Security Services/19STCV01207; Villacana v. Crothall Laundry Services,
7 Inc./19STCV16330; and Villareal v. Golden Touch Cleaning/30-2019-01108777.

8 5. I am familiar with California wage and hour law and the laws governing the
9 alleged violations in this matter, including but not limited to: California Labor Code Sections
10 201 – 204, 206.5, 210, 226, 221, 224, 226.7, 227.3, 233, 350, 351, 245.5, 246, 246.5, 500,
11 510, 512, 516, 1174, 1194, 1194.2, 1198, 1198.5, 2698, 2699, 2800 and 2802, California
12 Business and Profession Codes 17200 et. seq., the Orders of the Industrial Welfare
13 Commission, and the Private Attorneys General Act.

14 6. I have been appointed as Class Counsel on behalf of the settlement class. I
15 know of no conflicts that would preclude me, or Mr. Hacopian, from continuing to serve as
16 Class Counsel in this matter. I also know of no conflicts that would preclude Mr. Alfaro from
17 continuing to serve as a Class Representative in this matter.

18 7. As a result of my prior experience as class counsel in other wage and hour
19 class actions, I am fully aware of the responsibilities I owe as Class Counsel to the class in
20 this action. Based on my experience as Class Counsel, I believe, in light of the criteria
21 identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed
22 settlement continues to remain fair to the class, reasonable and more than adequate in view
23 of (i) the strength of Plaintiffs' claims and Defendant's defenses, (ii) the risk, expense,
24 complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining
25 class certification and maintaining class action status through trial, (iv) the total settlement
26 amount of \$375,000 offered in settlement, (v) the discovery conducted by the Parties in this
27 case, (vi) my experience with similar settlements in wage and hour class actions that have
28 received court approval, and (vii) the fact that the settlement was the result of arms' length

1 negotiations between experienced counsel facilitated by Mr. David Phillips, a respected
2 neutral mediator; and (viii) the positive response to the settlement from the class thus far.

3 8. Plaintiff Alfaro signed a single retainer with my office. The Retainer
4 Agreement had language providing a maximum of forty-five percent (45%) in attorneys' fees,
5 of course, subject to court approval of class wide issues. The Retainer Agreement also had a
6 provision for recovery of costs in relation to the representation.

7 9. As for the representation of the individual rights of Mr. Alfaro, a proposed
8 retainer agreement for recovery of fees could be 35% of the gross recovery. That would be
9 consistent with the market rate, and there is no reason to believe that, if any of the other 223
10 class members had signed an individual retainer, it would be any different.

11 10. In almost all the mediations that I have attended, a one-third to 35% attorney
12 fee percentage is generally agreed upon by the defendant and the plaintiff subject to court
13 approval. In this matter, the Parties agreed that my office may request up to 35% and
14 Defendant would not oppose the same.

15 11. Notice has been provided to each of the Class Members that the attorneys
16 would be seeking attorney fees in the amount of \$131,250 or 35% of the settlement. The fact
17 that no Class Members have any objection to the settlement or any of its terms, speaks pretty
18 strongly to the notion that class members are extremely happy with the settlement.

19 12. It is beyond any reasonable dispute that, if my office had been able to negotiate
20 directly with the class members, the class would have found that a 35% fee arrangement was
21 eminently reasonable.

22 13. The fees received from one case, are often used to finance and move forward
23 other cases that have failed and bring in revenue for my office.

24 14. While it's generally true that the greater the attorney fees, the less funds there
25 will be for distribution to class members as damages, nevertheless, a balance must be
26 achieved. In the instant matter, the class got a very balanced and fair settlement. Given the
27 strengths and weaknesses of the case, they will be receiving a fair sum of money. The results
28 and the case law support that the settlement was fair, reasonable and adequate. The class has

1 an affirmative response to the settlement, where there is not a single objection or exclusion
2 request. In light of the favorable settlement, giving more money to the class after an excellent
3 settlement had been achieved punishes the attorneys without whom such a settlement would
4 not have been attained but for the efforts of good lawyering. Punishing lawyers when they do
5 well is potentially sending the wrong message and serves as a disincentive and unjustly
6 enriches the class that has already received a fair and adequate amount of benefits.

7 15. I have spent at least **38** hours on this case. At my present hourly rate of \$850,
8 my lodestar would total **\$32,300**. The categories of work I have performed on this file are as
9 follows:

Category/Tasks	Hours
Preliminary case work including intake and retention, assessment of file for potential claims/lawsuits, review of client records, research into parties, claims, and potential defenses, and incidental work:	8
Work on file prior to appearances by Defendant including attention to case initiating pleadings incl complaint, amended pleadings, service, PAGA letter, case calendaring, client communications, and incidental work:	3
Work on file post-appearances including litigation, pleadings, conferences with counsel, prep and review joint reports, notices, calendaring, court appearances, and incidental work:	4
Preparation for mediation including review/analysis of produced data, damage analysis, brief, communications with counsel and client, and incidental work:	4
Appear at full-day mediation with Mr. David Phillips	8
Post-settlement work including work on MOU, long-form agreement, review and communications with Plaintiff, communications w/counsel, attention to prelim approval motion, and incidental work:	4
Post-Preliminary Approval work including notices, oversight of class notice process, attention to Final Approval Motion	4

Appearance at Final Approval, related notices, case administration and oversight work through completion (estimated)	3
HOURS	38

16. My office has also incurred **\$15,135.78** in costs as follows :

2024	1	18	\$1,435.00	Civil and Complex LASC Filing Fees
2024	1	18	\$5.01	Certified Mail - PAGA Notice
2024	1	18	\$75.00	LWDA PAGA Notice Fee
2024	1	19	\$62.05	OneLegal (OL) Lawsuit Filing Charges
2024	3	14	\$123.54	OL Service of Process Charges
2024	4	22	\$19.71	OL Jt Status Conf Report Charges
2024	5	3	\$3.09	OL E-Service Charges
2024	5	28	\$19.71	OL Amended Complaint Charges
2024	11	14	\$7,495.00	Signature Resolutions - Plaintiff's Share of Mediation Fees
2025	3	5	\$23.44	OL Jt Status Conf Report Charges
2025	4	30	\$1,387.50	Desmond, Marcello, and Amster, LLC (mediation analysis)
2025	5	31	\$2,625.00	Desmond, Marcello, and Amster, LLC (mediation analysis)
2025	6	5	\$23.44	OL Jt Status Conf Report Charges
2025	8	12	\$45.12	OL Stip and Order Filing Charges
2025	8	21	\$23.44	OL Amended Complaint Charges
2025	8	28	\$17.50	OL Mtn for PA Filing Charges
2025	8	29	\$86.42	OL Mtn for PA Filing Charges
2025	12	17	\$23.44	OL Notice Filing Charges
2026	1	15	\$24.53	OL Declaration Filing Charges

2026	3	24	\$24.53	OL Notice Filing Charges
2026	6	4	\$1,435.31	CaseAnywhere charges through 6/4/26
2026	6	4	\$49.00	CaseAnywhere charges fr 6/4/26 through Final Approval (est.)
2026	6	24	\$85.00	OL Final Approval Mtn Filing Charges (est.)
2026	6	24	\$24.00	OL Notice of Ruling Filing Charges (est.)
			\$15,135.78	

17. It is important that Plaintiff Alfaro and Plaintiff Mosby are paid a fair amount for their services to the class. Out of 223 class members, they are the only one that stepped forward and stuck with their cases for over two and a half years. If it was not for them, the \$375,000 settlement would not have been obtained for the class. Specifically, the requested sum of \$20,000 to Plaintiffs (\$10,000 each) is fair considering that it is only 5.3% of the gross settlement and Plaintiffs' involvement with this matter for over many years. Moreover, unlike the class members, Plaintiffs are agreeing to a general release of all claims, which must be assigned additional value.

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

Executed on June 29, 2026 in Calabasas, California.

/s/Zorik Mooradian
Zorik Mooradian

Declaration of
KEVIN LIPELES

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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.

3. I reviewed the billing and time entries for my firm's work on this matter and I found them to be true and accurate. The time/billing is as follows:

Kevin A. Lipeles – 2.7 hours at attorney rate.

Kevin A. Lipeles – 2.0 hours at attorney rate.

Kevin A. Lipeles – 1.9 hours at attorney rate.

Todd Vollucci– 1.8 hours at attorney rate.

Todd Vollucci – 5.9 hours at paralegal rate.

Thomas Schelly – 3.8 hours at attorney rate.

Thomas H. Schelly – 2.2 hours at attorney rate.

Kevin A. Lipeles— 1.8 hours at attorney rate

Meeting with economist expert:

Kevin A. Lipeles – 5.6 hours of attorney time.

Prepare declarations in support of motion for preliminary approval:

Kevin A. Lipeles – 3.2 hours of attorney time.

Multiple correspondence with opposing counsel re case:

Kevin A. Lipeles – 2.5 hours of attorney time.

Multiple correspondence with client re case:

Kevin A. Lipeles – 6.2 hours of attorney time.

Attend hearing on Final Approval (estimated):

Thomas H. Schelly – 2.0 hours of attorney time.

Paralegal Time – 14 hours

a. Justen Lipeles - Assist attorney in document organization in preparation for meeting with economist expert – 2.2 hours

b. Justen Lipeles – Assist attorney in preparing initial damage calculation model, including review and summarizing documents and legal authorities – 4.1 hours

c. Justen Lipeles – organize and index documents – 1.1 hours

d. Justen Lipeles – attend meeting with economist re note taking – 4.5 hours

Kevin A. Lipeles: 25.9 hours at \$850 = \$22,015

Thomas Schelly: 8 hours at \$850 = \$6,800

Todd Vollucci: 5.9 hours at attorney rate of \$850=\$6,545

Justen Lipeles: 11.9 hours at paralegal rate of \$300=\$3,570

Total: \$38,930.00

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4. In addition, my office incurred \$3,645.46 in costs. Attached here to as Exhibit A is a true and correct copy of the spreadsheet showing each line item of costs my office incurred in this matter.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 29, 2026, in Hermosa Beach, California.

/s/Kevin A. Lipeles

Declarant, Kevin A. Lipeles

Expense List

Date	Type	Matter No	User	Description	Invoice Status	Payee/Vendor	Account	Billable	Amount
6/2/2026	Hard Cost	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Case Anywhere	Not Invoiced	Case Anywhere LLC	Client Costs Advanced	Yes	\$49.00
5/5/2026	Hard Cost	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Case Anywhere	Not Invoiced	Case Anywhere LLC	Client Costs Advanced	Yes	\$49.00
4/2/2026	Hard Cost	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Case Anywhere	Not Invoiced	Case Anywhere LLC	Client Costs Advanced	Yes	\$49.00
3/3/2026	Hard Cost	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Case Anywhere	Not Invoiced	Case Anywhere LLC	Client Costs Advanced	Yes	\$49.00
2/3/2026	Hard Cost	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Case Anywhere	Not Invoiced	Case Anywhere LLC	Client Costs Advanced	Yes	\$49.00
1/6/2026	Hard Cost	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Case Anywhere	Not Invoiced	Case Anywhere LLC	Client Costs Advanced	Yes	\$49.00
12/16/2025	Hard Cost	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Case Anywhere	Not Invoiced	Case Anywhere LLC	Client Costs Advanced	Yes	\$49.00
11/11/2025	Hard Cost	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Case Anywhere	Not Invoiced	Case Anywhere LLC	Client Costs Advanced	Yes	\$49.00
10/2/2025	Hard Cost	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Case Anywhere	Not Invoiced	Case Anywhere LLC	Client Costs Advanced	Yes	\$49.00
9/9/2025	Hard Cost	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Case Anywhere	Not Invoiced	Case Anywhere LLC	Client Costs Advanced	Yes	\$49.00
9/5/2025	Credit Card Detail	03738-Mosby, Mishayla v. Alvand Transportation Corp	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	\$18.70
8/5/2025	Hard Cost	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Inv 427815	Not Invoiced	Case Anywhere LLC	Client Costs Advanced	Yes	\$49.00
7/22/2025	Hard Cost	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Case Anywhere	Not Invoiced	Case Anywhere LLC	Client Costs Advanced	Yes	\$49.00
6/3/2025	Hard Cost	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Case Anywhere	Not Invoiced	Case Anywhere LLC	Client Costs Advanced	Yes	\$49.00
5/6/2025	Hard Cost	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Case Anywhere	Not Invoiced	Case Anywhere LLC	Client Costs Advanced	Yes	\$49.00
4/15/2025	Hard Cost	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Case Anywhere	Not Invoiced	Case Anywhere LLC	Client Costs Advanced	Yes	\$55.00

EXHIBIT "A"

4/15/2025	Hard Cost	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	VOIDED – Case Anywhere	Not Invoiced	Case Anywhere LLC	Client Costs Advanced	Yes	\$0.00
3/25/2025	Credit Card Detail	03738-Mosby, Mishayla v. Alvand Transportation Corp	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	\$12.95
3/25/2025	Vendor Bill Detail	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Filing fee #3738 Inv 1544932	Not Invoiced	Steno Agency, Inc.	Client Costs Advanced	Yes	\$175.00
3/11/2025	Credit Card Detail	03738-Mosby, Mishayla v. Alvand Transportation Corp	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	\$18.70
3/11/2025	Hard Cost	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Inv 367482	Not Invoiced	Case Anywhere LLC	Client Costs Advanced	Yes	\$6.86
2/26/2025	Credit Card Detail	03738-Mosby, Mishayla v. Alvand Transportation Corp	Vollucci Todd	Filing fee	Not Invoiced	First Legal Network, LLC	Client Costs Advanced	Yes	\$18.70
2/4/2025	Vendor Bill Detail	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Filing fee #3738 Inv 1433420	Not Invoiced	Steno Agency, Inc.	Client Costs Advanced	Yes	\$59.95
1/28/2025	Vendor Bill Detail	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	SOP: Alvand Transportation #3738 Inv 1425547	Not Invoiced	Steno Agency, Inc.	Client Costs Advanced	Yes	\$233.95
12/30/2024	Vendor Bill Detail	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Jury fees #3738 Inv 1370421	Not Invoiced	Steno Agency, Inc.	Client Costs Advanced	Yes	\$262.45
11/12/2024	Vendor Bill Detail	03738-Mosby, Mishayla v. Alvand Transportation Corp	Todd Vollucci	Filing fee #3738 Inv 1291225	Not Invoiced	Steno Agency, Inc.	Client Costs Advanced	Yes	\$2,022.20
11/7/2024	Credit Card Detail	03738-Mosby, Mishayla v. Alvand Transportation Corp	Vollucci Todd	Mosby	Not Invoiced	Department of Industrial Relations	Client Costs Advanced	Yes	\$75.00
Total									\$3,645.46

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.

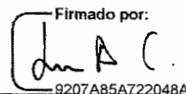
7. In total, I estimate that I have spent approximately 11-12 hours to date participating in this case.

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

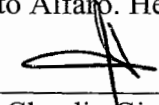
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Luis Coto Alfaro

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.


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