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on behalf of himself and others similarly situated

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

12 DARIO MEJIA-CANO, on behalf of himself
13 and others similarly situated,

14 Plaintiff,

15 vs.

16 AIRPORT TERMINAL MANAGEMENT,
INC.; and DOES 1 to 100, inclusive,

17 Defendants.

Case No.: 21STCV19970
(Related PAGA Action: 21STCV39603)

[Assigned For All Purposes to the Hon. Elihu
M. Berle, Dept. 6]

CLASS ACTION

[REVISED PROPOSED] ORDER
GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

[Filed concurrently with the Declaration of
Malcolm Clayton Regarding Revised Notice
and Order]

Hearing Information:

Date: June 4, 2024

Time: 10:00 a.m.

Dept.: 6

Action Filed: May 26, 2021

1 The Motion for Preliminary Approval of Class Action and PAGA Settlement came before
2 this Court on June 4, 2024, at 10:00 a.m. in Department SSC6 of Los Angeles County Superior
3 Court located at 312 North Spring Street, Los Angeles, California 90012. The Court, having
4 considered the Class Action and PAGA Settlement Agreement and Class Notice entered into by and
5 between Plaintiff DARIO MEJIA-CANO (“Plaintiff”), Defendant AIRPORT TERMINAL
6 MANAGEMENT, INC. (“Defendant”) (collectively, the “Parties”) to resolve fully and completely
7 both of Plaintiff’s related actions filed against Defendant (Case Nos. 21STCV19970 and
8 21STCV39603) attached as **Exhibit 1** to the Declaration of William Tran in Support of Plaintiff’s
9 Motion for Preliminary Approval of Class Action Settlement (“Tran Decl.”), and the Exhibits
10 attached thereto (hereafter collectively, “Settlement”, or “Settlement Agreement”); having reviewed
11 the copy of the Settlement Agreement redlined against the “[Model] Class Action and PAGA
12 Settlement Agreement and Class Notice” promulgated by the Court (Form No. LACIV296),
13 attached as **Exhibit 2** to Tran Decl.; having considered the Motion for Preliminary Approval of
14 Class Action Settlement filed by the Plaintiff; having considered the respective points and
15 authorities and declarations submitted by the parties in connection therewith; having considered the
16 Declaration of Malcolm Clayton Regarding Revised Notice and Order (“Clayton Dec.”), and the
17 Exhibits attached thereto; having considered all other documents and records on file in this action;
18 and good cause appearing, HEREBY ORDERS THE FOLLOWING:

19 1. This Order incorporates by reference the definitions set forth in the Settlement
20 Agreement and all terms defined therein shall have the same meaning in this Order.

21 2. The Court grants preliminary approval of the settlement as set forth in the Class
22 Action and PAGA Settlement Agreement and finds the terms to be within the range of
23 reasonableness of a settlement that ultimately could be granted approval by the Court at the final
24 Fairness Hearing. The Court has found that the proposed settlement class is ascertainable and that
25 there is a sufficiently well-defined community of interest among the Settlement Class in questions
26 of law and fact. Therefore, the Court grants conditional certification of the following “Settlement
27 Class” defined as follows:

- 28 a) Minimum Wage Rounding Class: all persons employed by Defendant as
 hourly non-exempt wheelchair agents in California from March 30, 2019,

to June 14, 2019, whose time punches were rounded.

- b) Minimum Wage COVID-19 Temperature Screening Class: all persons employed by Defendant as hourly non-exempt wheelchair agents in California from April 14, 2020, to June 2, 2021, who were subjected to COVID-19 temperature screenings.
- c) Meal Break Rounding Class: all persons employed by Defendant as hourly non-exempt wheelchair agents in California from March 30, 2019, to June 14, 2019, whose meal break time punches were rounded.
- d) Wage Statement Class: all persons employed by Defendant as hourly non-exempt wheelchair agents in California from May 26, 2020, to June 2, 2021, who, by virtue of their membership in the Minimum Wage COVID-19 Temperature Screening Class, did not receive complete and accurate wage statements.
- e) Aggrieved Employees: All persons employed by ATM in California and classified as a non-exempt wheelchair agent who is a member of the “Minimum Wage COVID-19 Temperature Screening Class” and/or the “Wage Statement Class,” and who worked for ATM during the PAGA Period (June 1, 2020 to the end of the relevant certified class period).

3. For purposes of the settlement, the Court further designates named Plaintiff Dario Mejia-Cano as Class Representative, and Joseph Lavi, Esq., Vincent C. Granberry, Esq., William Tran, Esq. and Malcolm E. Clayton, Esq. of Lavi & Ebrahimian, LLP as Class Counsel.

4. The Court confirms CPT Group as the Settlement Administrator.

5. A final fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class is scheduled in Department 6 of this Court, located at 312 North Spring Street, Los Angeles, California 90012, on **October 9, 2024, at 9:00 a.m.**

6. At the final fairness hearing, the Court will consider: (a) whether the settlement should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting approval of the settlement should be entered; and (c) whether Plaintiffs’ application for an award of attorneys’ fees, reimbursement of litigation expenses, and service payments should be granted.

7. Class Counsel shall file memoranda, declarations, or other statements and materials in support of their request for final approval by **August 9, 2024.**

8. Class Counsel shall file a motion for an award of attorneys’ fees, reimbursement of litigation expenses and class representative enhancement by **August 9, 2024.**

1 9. The Court approves, as to form and content, the Revised Notice of Class Action
2 and PAGA Settlement (“Class Notice”) which is attached hereto as **Exhibit A**. The Court finds
3 that the form of Class Notice to the Settlement Class regarding the pendency of the action and of
4 this settlement, and the methods of giving notice to members of the Settlement Class constitute
5 the best notice practicable under the circumstances and constitute valid, due, and sufficient notice
6 to all members of the Settlement Class. They comply fully with the requirements of California
7 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of
8 Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

9 10. On or before **June 25, 2024**, Defendants will provide the Administrator with the
10 “Class Data” specified in the Settlement Agreement.

11 11. The Court directs the mailing of the Class Notice by first class mail to the members
12 of the Settlement Class on or before **July 9, 2024**.

13 12. The proposed members of the Settlement Class shall have until **September 9,**
14 **2024**, to submit an objection, a written request to be excluded, or submit a dispute of Class Pay
15 Periods and/or PAGA Pay Periods (“Response Deadline”).

16 13. The Court further approves the procedures for Settlement Class Members
17 participate in, to opt out of, or object to the Settlement, as set forth in the Settlement Agreement
18 and Class Notice.

19 14. Pending the Fairness Hearing, all proceedings in this action (Case No.
20 21STCV19970) and in the related PAGA Action (Case No. 21STCV39603), other than
21 proceedings necessary to carry out or enforce the terms and conditions of the Settlement
22 Agreement and this Order, are stayed.

23 15. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
24 connection with the administration of the settlement which are not materially inconsistent with
25 either this Order or the terms of the Settlement.

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1 16. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Last day for Defendant to provide the Class Data to the Settlement Administrator.	June 25, 2024
Last day for Settlement Administrator to mail Class Notice to Class Members.	July 9, 2024
Response Deadline: (i) last day for class members to submit exclusion requests; (ii) last day for Participating Class Members to submit objections; and (iii) last day for class members and aggrieved employees to contest Class Pay Periods and/or PAGA Pay Periods	September 9, 2024
Last day for class counsel to file motion for award of attorneys' fees, reimbursement of litigation expenses and class representative enhancement.	August 9, 2024
Last day for Plaintiff to file motion and supporting documents for final approval of class action settlement.	August 9, 2024
Deadline for Filing of Any Responses to Objections	September 30, 2024
Deadline for Filing of Administrator Declaration	September 30, 2024
Hearing on final approval of class action and PAGA settlement.	October 9, 2024

16 17. The Fairness Hearing and related prior deadlines set forth above may, from time to
17 time and without further notice to the Settlement Class (except those who have submitted timely
18 and valid objections), be continued or adjourned by Order of the Court.

19 **IT IS SO ORDERED.**

20 06/14/2024

21 Dated: June __, 2024



Elihu M. Berle

HON. ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT
Elihu M. Berle / Judge

“EXHIBIT A”

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

[*Dario Mejia-Cano v. Airport Terminal Management, Inc.* (Case No. 21STCV19970) and
Dario Mejia-Cano v. Airport Terminal Management, Inc. (Case No. 21STCV39603)]

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Airport Terminal Management, Inc. (“ATM”) for alleged wage and hour violations. The Action was filed by a current ATM employee, Dario Mejia-Cano (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly non-exempt Wheelchair Agent employees (“Class Members”) who worked for ATM during either or both of the Class Periods of March 30, 2019 to June 14, 2019, or April 14, 2020 to June 2, 2021; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly non-exempt Wheelchair Agent employees who worked for ATM during the PAGA Period (June 1, 2020 to the end of the relevant certified class period) (“Aggrieved Employees”).

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

Based on ATM’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. 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 ATM’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 ATM’s records showing that **you worked [REDACTED] pay periods** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires ATM to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against ATM.

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

ATM 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

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>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 ATM that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is September 9, 2024</p>	<p>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.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. ATM must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>

<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by September 9, 2024</p>	<p>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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the October 9, 2024 Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on October 9, 2024. 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.</p>
<p>You Can Challenge the Calculation of Your Class Pay Periods/PAGA Pay Periods</p> <p>Written Challenges Must be Submitted by September 9, 2024</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many pay periods you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Pay Periods and number of PAGA Period Pay Periods you worked according to ATM’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by September 9, 2024. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a current ATM employee. The Action accuses ATM of violating California labor laws by failing to pay wages for all hours worked (Lab. Code §§ 1194, 1174), to authorize or permit meal periods (Lab. Code §§ 512, 226.7), to authorize and permit rest periods (Lab. Code § 226.7), to pay earned wages during employment (Lab. Code § 204), to provide complete and accurate wage statements (Lab. Code § 226), to timely pay all earned wages and final paychecks due at time of separation of employment (Lab. Code §§ 201, 202, 203), and engaging in unfair business practices (Bus. & Prof. Code § 17200, et seq.) Based on the same claims, Plaintiff also filed an action for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Joseph Lavi, Esq., Vincent Granberry, Esq., and William Tran, Esq. of Lavi & Ebrahimian, LLP (“Class Counsel.”)

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

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

So far, the Court has made no determination whether ATM or Plaintiff is correct on the merits. In the meantime, Plaintiff and ATM 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, Plaintiff and ATM 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, ATM does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) ATM 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. ATM Will Pay \$675,000.00 as the Gross Settlement Amount (Gross Settlement). ATM 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 Payment, Class Counsel’s attorneys’ 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, ATM will fund the Gross Settlement no later than June 30, 2024, or 15 days after the Court enters a Judgment on its Order Granting Final Approval of the Settlement and the Judgment is final, whichever date is later. 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, Plaintiff 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 \$224,977.50 [33.33 % of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$33,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$9,500.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$14,000.00 to the Administrator for services administering the Settlement.

- D. Up to \$67,500.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period 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 Pay Periods.
4. Taxes Owed on Payments to Class Members. Plaintiff and ATM 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 statutory and civil penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. ATM 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 Plaintiff and ATM have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than September 9, 2024, 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 September 9, 2024 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their 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 ATM.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible

for Individual PAGA Payments and are required to give up their right to assert PAGA claims against ATM based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and ATM have agreed that, in either case, the Settlement will be void: ATM will not pay any money and Class Members will not release any claims against ATM.
8. Administrator. The Court has appointed a neutral company, CPT Group (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 Pay Periods, mail and remail 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 ATM 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 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 ATM or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action’s Operative Complaints and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; (b) any and all claims involving the alleged failure to provide meal or rest periods; (c) any and all claims involving the alleged failure to pay earned wages during or at the end of employment; and (d) any and all claims involving alleged unfair business practices. Except as set forth in Sections 5.3 and 5.4 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the time period of March 30, 2019, through June 2, 2021.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and ATM has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against ATM, 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 ATM or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and/or the PAGA Notice, including for Labor Code §§ 2698, et seq. based on alleged violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and 1198, and the IWC Wage Orders.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members, and (b) multiplying the result by the number of Pay Periods worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$ [REDACTED] by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Class Pay Period/PAGA Pay Period Challenges. The number of Class Pay Periods you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in ATM's records, are stated in the first page of this Notice. You have until September 9, 2024 to challenge the number of Class Pay Periods and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept ATM's calculation of Class Pay Periods and/or PAGA Pay Periods based on ATM'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 Class Pay Periods and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and ATM'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.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Mejia-Cano v. ATM*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by September 9, 2024, 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 Plaintiff and ATM are asking the Court to approve. By August 9, 2024, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is September 9, 2024.** 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 *Mejia-Cano v. ATM* and include your name, current address, telephone

number and approximate dates of employment for ATM 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 October 9, 2024, at 9:00 a.m. in Department 6 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, Plaintiff 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 [REDACTED] 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 ATM and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [REDACTED] website at [REDACTED]. 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 either of the Case Numbers for the Action, Case No. 21STCV19970 or 21STCV39603. 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.

Class Counsel:

Name of Attorney(s): Joseph Lavi, Esq., Vincent C. Granberry, Esq., and William Tran, Esq.

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Name of Firm: Lavi & Ebrahimian, LLP

Mailing Address: 8889 W. Olympic Boulevard, Suite 200, Beverly Hills, California 90211

Telephone: (310) 432-0000

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

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.