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**FILED**  
Superior Court of California  
County of Los Angeles

09/03/2024

David W. Slayton, Executive Officer / Clerk of Court

By:           E. Martinez           Deputy

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

KENYA ARGUETA, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

FLASHINGBLINKYLIGHTS.COM, INC.; and  
DOES 1 to 100, inclusive,

Defendants.

Case No.: 23STCV17218

**~~[PROPOSED]~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Assigned for all purposes to:  
Kenneth R. Freeman, Dept. 14

Date: August 27, 2024  
Time: 10:00 A.M.  
Dept.: 14

Complaint Filed: July 21, 2023  
Trial Date: None Yet Set

1 **[PROPOSED] ORDER**

2 On August 27, 2024, Plaintiff KENYA ARGUETA’s (“Plaintiff”) Motion for Preliminary  
3 Approval of Class Action Settlement (“Motion”) came on for hearing in Department 14 of the  
4 Superior Court of California, County of Los Angeles. The Court, having fully reviewed the  
5 motion for preliminary approval of class action settlement; points and authorities and declarations  
6 filed in support; and Stipulation of Class Action Settlement and Release (“Settlement”), including  
7 the Notice of Class Action Settlement (“Notice”), and in recognition of the Court’s duty to make  
8 a preliminary determination as to the reasonableness of any proposed Class Action settlement,  
9 and if preliminarily determined to be reasonable, to ensure proper notice is provided to Class  
10 Members in accordance with due process requirements, and to set a Final Fairness Hearing to  
11 consider the proposed Settlement as to the good faith, fairness, adequacy and reasonableness of  
12 any proposed settlement.

13 **IT IS HEREBY ORDERED:**

14 1. The Settlement Agreement entered into by and between Plaintiff individually and  
15 on behalf of Class Members (defined below) and Defendant  
16 FLASHINGBLINKYLIGHTS.COM, INC. (“Defendant”) the settlement is preliminarily  
17 approved, as the terms of the settlement are found to be fair, adequate and, reasonable.

18 2. The following class is conditionally certified for settlement purposes only: all  
19 non-exempt individuals who or were employed by Defendant during the period of July 21, 2019  
20 through March 1, 2024 (“Class Period”).

21 3. Named Plaintiff Kenya Argueta is appointed as the Class Representative. Amir  
22 Seyedfarshi of Employment Rights Lawyers, APC and Tatiana Hernández of the Law Office of  
23 Tatiana Hernandez, P.C. are appointed as Class Counsel.

24 4. The Parties’ proposed notice plan is hereby approved as the best notice practicable.  
25 The proposed Settlement Class Notice is attached hereto as **Exhibit A** and is sufficient to inform  
26 the Class Members of the terms of the Settlement Agreement, their rights to receive monetary  
27 payments under the Settlement Agreement, their right to exclude themselves from the Settlement  
28 and their right to object to the Settlement. The Court finds the notice requirements of Rules of  
Court, rules 3.766(d) and 3.769(f) are satisfied, and that the Class Notice adequately advises Class

1 Members of their rights under the Settlement. Any request for Exclusion or objections shall be  
2 submitted to the Settlement Administrator rather than filed with the Court. Counsel for the Parties  
3 are authorized to correct any typographical errors that may be discovered in the Notice Packet  
4 and make clarification, to the extent some are found or needed, so long as the corrections do not  
5 materially alter the substance of the Notice Packet.

6 5. CPT Group, Inc. (“Settlement Administrator”) is appointed to act as the Settlement  
7 Administrator pursuant to the terms of the Settlement Agreement. Within fifteen (15) days of the  
8 date of this order, Defendant will provide the Settlement Administrator with the class information  
9 necessary to facilitate the mailing of the Notice Packet. No more than fourteen (14) days after  
10 receiving the class information, the Settlement Administrator shall mail the Notice Packet to all  
11 Settlement Class Members by regular First-Class Mail. The Settlement Administrator is ordered  
12 to carry out the Settlement according to the terms of the Settlement Agreement and in conformity  
13 with this Order, including disseminating the Notice Packet according to the notice plan described  
14 in the Settlement Agreement in English and Spanish. The Settlement Administrator shall file a  
15 declaration concurrently with the filing of any final approval, authenticating a copy of every  
16 Exclusion request and Objection request received by the Settlement Administrator. The  
17 Settlement Administrator will give notice to any objecting party of any continuance of the hearing  
18 for final approval. Based upon the cost estimate submitted by CPT Group, Inc., the Court  
19 preliminarily approves administration costs in the amount of seven thousand dollars (\$7,000.00).

20 6. The notice response deadline will be sixty (60) calendar days from the date of the  
21 initial mailing of the Notice Packet. The procedures and sixty (60) calendar day deadline for  
22 members of the class to request exclusion from or to object to the Settlement is adopted as  
23 described in the Settlement Agreement, and the Exclusion Form is attached hereto. Any Class  
24 Member who intends to object to final approval of the Settlement Agreement must submit a  
25 written objection to the Settlement Administrator by mail in accordance with the Settlement  
26 Agreement. Any opposition or reply to any objection or the motion for final approval will be due  
27 according to Code of Civil Procedure section 1005. An objecting party is not required to  
28 personally, or through counsel, appear at the hearing on the motion for final approval for that

1 party's objection to be considered nor is an objecting party required to file or serve, or state in the  
2 objection a notice of intention to appear at the hearing on the motion for final approval.

3 7. The Parties are ordered to carry out the settlement according to the terms of the  
4 Settlement Agreement.

5 **RELEVANT DATES AND DEADLINES**

6 8. Defendant shall provide the Settlement Administrator with the following  
7 information that is within Defendant's possession for each Class Member: (1) each Class  
8 Member's first and last name; (2) last known mailing address; (3) social security number; and (4)  
9 total number of workweeks during which the Class Member performed work during the Class  
10 Period as a member of the Class. The data contained in the database shall remain confidential  
11 and shall not be disclosed to anyone, except to applicable taxing authorities and as needed by the  
12 Settlement Administrator to carry out the reasonable efforts required by the Settlement, or  
13 pursuant to express written authorization by Defendant or by order of the Court. The Settlement  
14 Administrator shall be authorized to use any reasonable practices to locate Class Members in  
15 order to provide them with the Notice Packet and/or Settlement Payments. Neither Class Counsel  
16 nor the Settlement Administrator may use the database for any purpose other than to administer  
17 the Settlement as provided in the Settlement.

18 9. Within 10 days after Settlement Administrator receives Class Data, the Settlement  
19 Administrator will mail a copy of the Notice Packet to all Class Members by first class regular  
20 U.S. mail. The Settlement Administrator will engage in address searches consistent with their  
21 normal practices in settlements of wage claims, including skip tracing. Any returned envelopes  
22 from this mailing with forwarding address will be utilized by the Settlement Administrator to  
23 forward the Notice Packet to the Class Members.

24 10. Each Notice will list the total workweeks worked by the Class Members during  
25 the Class Period. To the extent a Class Member disputes the information listed on his or her  
26 Notice, the Class Member may produce evidence to the Settlement Administrator showing the  
27 number of weeks the Class Member contends to have worked during the Class Period. If there is  
28 a dispute, the Settlement Administrator will consult with the Parties to determine whether an  
adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the

1 amounts of, any Individual Settlement Payments under the terms of this Agreement. The  
2 Settlement Administrator's determination of the eligibility for and amount of any Individual  
3 Settlement Payment shall be binding upon the Class Members and the Parties.

4 11. All requests for exclusions must be submitted within sixty (60) calendar days of  
5 the mailing of the class notice.

6 12. All written objections must be mailed to the Settlement Administrator and be  
7 postmarked within sixty (60) calendar days of the mailing of the class notice. Any Objection must  
8 be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class  
9 Member; (2) the last four digits of the Settlement Class Member's Social Security number and/or  
10 the Employee ID number; and (3) the basis for the objection.

11 13. The Court will conduct a Final Fairness Hearing on February 25, 2025 at 10:00  
12 AM at Dept. 14 to determine: (1) whether the proposed Settlement is fair, reasonable, and  
13 adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs  
14 to award to Class Counsel; and (3) the amount of Enhancement Payment to the Class  
15 Representative. If the settlement is finally approved by the Court, Defendant will receive a release  
16 of claims as set forth in the Settlement Agreement.

17 14. Briefs/Motion in Support of Final Approval of the Settlement shall be filed per  
18 code.

19 15. The Court reserves the right to continue the date of the Final Fairness Hearing  
20 without further notice to Settlement Class Members. The Court retains jurisdiction to consider all  
21 further applications arising out of or in connection with the Settlement.

22 16. In the event the Settlement is not finally approved, or otherwise does not become  
23 effective in accordance within the terms of the Settlement, this Order shall be rendered null and  
24 void and shall be vacated, and the Parties shall revert to their respective positions as of before  
25 entering into the settlement.

26  
27 Dated: EUHEDCG



A handwritten signature in black ink, appearing to read "K. Freeman".

Kenneth R. Freeman / Judge

HON. KENNETH R. FREEMAN  
JUDGE OF THE SUPERIOR COURT

# EXHIBIT A

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

*Kenya Argueta v. FlashingBlinkyLights.com, Inc., a California corporation*

Los Angeles County Superior Court, Case Number 23STCV17218

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***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 FlashingBlinkyLights.com, Inc.’s (“Defendant” or “FlashyBlinkyLights.com”) for alleged wage and hour violations. The Action was filed by a former FlashyBlinkyLights.com employee Kenya Argueta (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt employees (“Class Members”) who worked for Defendant FlashyBlinkyLights.com during the Class Period (July 21, 2019 to March 1, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for Plaintiff and all other non-exempt employees who worked for Defendant in the state of California during July 18, 2022, to March 1, 2024 (“the PAGA Period”). (“Aggrieved Employees”).

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

Based on FlashyBlinkyLights.com’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$\_\_\_ (less withholding) and your Individual PAGA Payment is estimated to be \$\_\_\_\_\_**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to FlashyBlinkyLights.com’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 FlashyBlinkyLights.com’s records showing that **you worked \_\_\_\_\_ workweeks** during the Class Period and **you worked \_\_\_\_\_ workweeks** during the PAGA Period. If you believe that you worked more workweeks 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 do 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 FlashyBlinkyLights.com to make payments under the Settlement and requires Class Members and

Aggrieved Employees to give up their rights to assert certain claims against Flashyblinkylights.com.

If you worked for Flashyblinkylights.com 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 Flashyblinkylights.com.
- (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 Flashyblinkylights.com, 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.

**Flashyblinkylights.com 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><b>You Don't Have to Do Anything to Participate in the Settlement</b></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 Flashyblinkylights.com that are covered by this Settlement (Released Claims).</p>
<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is _____</b></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. Flashyblinkylights.com 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><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by</b></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><b>You Can Participate in the February 25, 2025 Final Approval Hearing</b></p>	<p>The Court’s Final Approval Hearing is scheduled to take place on February 25, 2025. 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><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by</b></p> <p>_____</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks 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 Workweeks and number of PAGA Period Pay Periods you worked according to Flashyblinkylights.com’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Flashyblinkylights.com’s employee. The Action accuses Flashyblinkylights.com’s of violating California labor laws by failing to pay meal and rest break premiums, overtime wages, minimum wages, and wages due upon and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Tatiana Hernández of the Law Offices of Tatiana Hernandez, P.C. and Amir Seyedfarshi of Employment Rights Lawyers, APC (“Class Counsel.”)

Flashyblinkylights.com 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 Flashyblinkylights.com or Plaintiff is correct on the merits. In the meantime, Plaintiff and Flashyblinkylights.com hired an experienced, neutral

mediator in an effort to resolve the Action by negotiating an to end 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 Flashyblinkylights.com 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, Flashyblinkylights.com 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) Flashyblinkylights.com 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. Flashyblinkylights.com will pay one hundred fifty thousand dollars (\$150,000.00) as the Gross Settlement Amount (Gross Settlement). Flashyblinkylights.com 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 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, Flashyblinkylights.com will fund the Gross Settlement not more than fourteen (14) days after the Judgment entered by the Court become 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, 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 \$ 50,000.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$14,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$5,000.00 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 \$7,000.00 to the Administrator for services administering the Settlement.

D. Up to \$6,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA 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 Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Flashyblinkylights.com are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Flashyblinkylights.com 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 Flashyblinkylights.com 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** \_\_\_\_\_, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the \_\_\_\_\_ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class

Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Flashyblinkylights.com.

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 Flashyblinkylights.com 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 Flashyblinkylights.com have agreed that, in either case, the Settlement will be void: Flashyblinkylights.com will not pay any money and Class Members will not release any claims against Flashyblinkylights.com.
8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (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 Flashyblinkylights.com 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 Flashyblinkylights.com or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

Plaintiff, and all other Class Members, on behalf of themselves and any predecessors, successors, and assigns, will release Defendant and its subsidiaries, shareholders, employees, representatives, members, agents, predecessors, successors, and assigns (the “Released Parties”) from those claims alleged in the operative Complaint (“Complaint”), and that arose during the Class Period, including claims for: (1) failure to make available meal periods or provide compensation in lieu thereof; (2) failure to make available rest periods or provide compensation in lieu thereof; (3) waiting time penalties; (4) untimely payment of wages; (5) failure to maintain records and issue accurate itemized wage statements under Labor Code Sections 226, 226.7, 512, 201, 202, 203, 204, 210, 2698 as well as applicable IWC Wage Orders, sections 7, 11, and 12, and Section 1700 of the California Business and Professions Code, based on the foregoing (the “Released Claims”), except as set forth in Section 6.3 of this 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 Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Flashyblinkylights.com has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Flashyblinkylights.com, 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 Flashyblinkylights.com 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 Non-Participating/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 Operative Complaint and in the PAGA Notice.

#### **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 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 \$1,500.00 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. 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 Flashyblinkylights.com's records, are stated in the first page of this Notice. **You have until \_\_\_\_\_ to challenge the number of Workweeks and/or Pay Periods credited to you.** You can submit your challenge by signing and sending a letter to the Administrator via mail, 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 Flashyblinkylights.com's calculation of Workweeks and/or

Pay Periods based on Flashyblinkylights.com'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 Flashyblinkylights.com'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 to be excluded. Be sure to personally sign your request, identify the Action as Kenya Argueta v. FlashingBlinkyLights.com, Inc., a California corporation, Los Angeles County Superior Court, Case Number 23STCV17218, 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 \_\_\_\_, 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 Flashyblinkylights.com are asking the Court to approve. Not later than sixteen (16) court days **before the February 25, 2025 Final Approval** Hearing, 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**

**(url) or the Court's website (url).**

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** . 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 Kenya Argueta v. FlashingBlinkyLights.com, Inc., a California corporation, Case number 23STCV17218 and include your name, current address, telephone number, and approximate dates of employment for FlashingBlinkyLights.com 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 February 25, 2025 at 10:00 a.m. in Department 14 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** **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 FlashingBlinkyLights.com 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 **website at (url)**. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the

Action, Case No. 23STCV17218. 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.

Class Counsel:

**EMPLOYMENT RIGHTS LAWYERS, APC.**

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Beverly Hills, California 90212

Telephone: (213) 909-4248

Settlement Administrator:

CPT Group, Inc.

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.

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