

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

*Montoya, et al. v. Remo, Inc., et al.*

(County of Los Angeles, California Superior Court Case No. 20STCV34614)

**As a current or former non-exempt California employee for Remo, Inc.,  
you are entitled to receive money from a class action settlement.**

**Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.**

You have received this Notice of Class Action Settlement because Remo, Inc.'s ("Defendant" or "Remo") records show you are a "Class Member," and therefore entitled to a payment from this class action Settlement. Class Members are all persons currently or formerly employed by Remo as non-exempt, hourly-paid employees in the State of California any time from September 11, 2016 through March 23, 2022.

- The settlement resolves a class-action lawsuit, *Montoya, et al. v. Remo, Inc., et al.* (the "Lawsuit"), which alleges Defendant: (1) failed to pay Class Members for all hours worked; (2) failed to provide Class Members legally-compliant meal and rest breaks under California law; (3) failed to provide adequate notice of a mass layoff; (4) failed to pay all wages owed upon separation from employment; and (5) failed to furnish timely and accurate wage statements. Based on these and other alleged Labor Code violations, Plaintiffs also seek penalties under the California Labor Code Private Attorney Generals Act ("PAGA").
- On March 23, 2022, the Los Angeles County Superior Court granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Remo vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>DO NOTHING AND RECEIVE PAYMENT</b>	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
<b>OPT OUT OF THE SETTLEMENT</b>	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. You will still receive an individual settlement share for the PAGA claims and will be deemed to have released the PAGA claims.
<b>OBJECT TO THE SETTLEMENT</b>	If you do not opt out, you may write to the Settlement Administrator, Phoenix Settlement Administrators, about why you object to the settlement and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval Hearing scheduled for August 26, 2022 at 9:00 a.m. in the Spring Street Courthouse of Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held on August 26, 2022 at 9:00 a.m., in the Spring Street Courthouse of Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. You are not required to attend the Hearing, but you are welcome to do so.

### **Why Am I Receiving This Notice?**

Defendant's records show that you currently work, or previously worked, for Defendant, as a non-exempt, hourly-paid employee in the State of California any time from September 11, 2016 through March 23, 2022. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

**Questions? Contact the Settlement Claims Administrator toll free at (800) 523-5773**

## **What Is This Case About?**

Renee Montoya, Jacob Montoya, Cindy Brakebill and Soledad Marron were non-exempt employees for Defendant in California. They are the “Plaintiffs” in this case and are suing on behalf of themselves and Class Members for Defendant’s alleged failure to pay all wages due for all hours worked, failing to provide them with legally-compliant rest and meal breaks, failing to provide adequate notice of a mass layoff, failing to pay all wages owed upon separation from employment, and failing to furnish timely and accurate wage statements. Based on these and other alleged Labor Code violations, Plaintiffs also seek to recover penalties under the California Labor Code Private Attorney Generals Act.

Defendant denies all of the allegations made by Plaintiffs and denies that it violated any law. The Court has made no ruling on the merits of Plaintiffs’ claims. The Court has only preliminarily approved this Class Action Settlement. The Court will decide whether to give final approval to the Settlement at the Final Approval Hearing.

## **Summary of the Settlement Terms**

Plaintiffs and Remo have agreed to settle this case on behalf of themselves and the Class Members for the Gross Settlement Amount of \$900,000. The Gross Settlement includes: (1) Administration Costs up to \$20,000; (2) a service payment of up to \$5,000 for each of the four Plaintiffs for their time and effort in pursuing this case and in exchange for a broader release of claims against Remo; (3) \$300,000 in attorneys’ fees (one-third); and up to \$30,000 in litigation costs to Class Counsel; and (4) payment allocated to PAGA penalties in the amount of \$20,000, of which 75% (or \$15,000) will be paid to the California Labor and Workforce Development Agency and 25% (\$5,000) to Class Members. After deducting these sums, a total of approximately not less than \$510,000 will be available for distribution to Class Members (“Net Settlement Amount”).

## **Distribution to Class Members**

Class Members who do not opt out will receive a pro-rata payment based on the number of verified actual weeks worked by Class Members for Defendant during the Class Period (“Eligible Workweeks”). Specifically, Class Members’ payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (individual’s Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount.

Defendant’s records indicate that you worked [Eligible Workweeks] as a non-exempt employee in California between September 11, 2016 and March 23, 2022 (the “Class Period”) and [Eligible Pay Periods] from July 27, 2019 through March 23, 2022 (the “PAGA Period”). Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment for PAGA civil penalties would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than **June 4, 2022**. Please include any documentation you have that you contend supports your dispute.

## **Tax Reporting**

20% of each Settlement Payment will be allocated as wages and reported on an IRS Form W-2; and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

## **Your Options Under the Settlement**

### ***Option 1 – Do Nothing and Receive Your Payment***

If you do not opt out, you are automatically entitled to your Settlement Check because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Plaintiffs and all Class Members who do not submit a valid and timely opt out (pursuant to Section 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

“Released Claims” means any and all claims against the Released Parties asserted in the Operative Complaint in the Action, and any and all claims that may be asserted against the Released Parties based on the factual allegations in the Operative Complaint in the Action, as follows: For the duration of the Class Period, the release includes: (a) all claims for failure to pay overtime wages and for failure to properly calculate overtime wages; (b) all claims for failure to pay minimum wages, straight time wages, bonus, commissions, or incentive compensation, and for failure to properly calculate minimum wages, straight time wages, bonus, commissions, or incentive compensation; (c) all claims for failure to provide compliant meal and rest periods and associated premium pay, or to properly calculate and/or pay premium pay in lieu of meal and rest periods; (d) all claims for the failure to timely pay wages upon termination; (e) all claims for non-compliant, incomplete, and/or inaccurate wage statements; (f) all claims for failure to reimburse or indemnify for business expenses or losses incurred; (g) all claims for failure to maintain accurate records; (h) all claims asserted through California Business &

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Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint in the Action; (i) any other claims or penalties under the wage and hour laws pleaded in the Operative Complaint in the Action; (j) all damages, penalties, interest and other amounts recoverable under the causes of action alleged in the Operative Complaint in the Action under California law, to the extent possible, including but not limited to the California Labor Code, the Fair Labor Standards Act, 29 USC § 201, *et seq.* (“FLSA”), the California Industrial Welfare Commission Wage Orders, as to the facts alleged in the Operative Complaint in the Action, the applicable wage orders as to the facts alleged in the Operative Complaint in the Action, and the California Unfair Competition Law. For Aggrieved Employees, the release includes, for the duration of the PAGA Period, all claims for civil penalties under PAGA arising out of Labor Code Sections 210, 226.3, 558, 1197.1, and 2699 based on the factual allegations and Labor Code sections alleged to have been violated in the notices filed with the LWDA under Labor Code section 2699.3, which includes, without limitation, Labor Code sections 200, 201, 202, 203, 204, 226, 246, 404, 432, 510, 1174, 1194, 1197, 1198.5, 2802, and 2810.5. The release extends to the FLSA only insofar as a Class Member timely cashes his or her Individual Settlement Payment check. Only in such an instance will he or she be deemed to have opted into the action for the purposes of the FLSA and thereby waived and released any claims he or she may have under the FLSA.

“Released Parties” means Remo Inc., Remo International Inc., and current and former parents, owners, subsidiaries, predecessors and successors, and each of their respective officers, directors, partners, shareholders and agents, joint venturers, employees and any other successors, assigns.

Any settlement checks that remain uncashed one hundred eighty (180) or more calendar days after issuance shall be voided. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted as follows: to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in Los Angeles County.

## **Option 2 – Opt Out of the Settlement**

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, address, and last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

The proposed settlement includes the settlement of claims for civil penalties under PAGA. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, you will still receive an individual settlement share for the PAGA claims and will be deemed to have released the PAGA claims. A request for exclusion will preserve your right to individually pursue only the remaining class claims.

Checks received for settlement of the PAGA claim that remain uncashed one hundred eighty (180) or more calendar days after issuance shall be voided. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted as follows: to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in Los Angeles County.

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than **June 4, 2022**. If you exclude yourself from the Settlement then you will get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.

The settlement process will be administered by Phoenix Settlement Administrators, a company that provides settlement and administration services. The Court has approved Phoenix Settlement Administrators to act as the Settlement Administrator for purposes of this settlement. Any notices to Phoenix Settlement Administrators should be sent to:

*Montoya, et al. v. Remo, Inc., et al.*  
c/o Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Telephone: (800) 523-5773  
Facsimile: (949) 209-2503  
Email: notice@phoenixclassaction.com

### **Option 3 – File an Objection to the Settlement**

If you wish to object to the Settlement, you may file an objection in writing stating why you object to the Settlement. Your written objection must provide your full name, your dates of employment, the last four digits of your Social Security Number, your reasons why you think the Court should not approve the Settlement, and whether you plan to appear at the Final Approval Hearing. Your written objection must be signed by you and mailed the Administrator no later than **June 4, 2022**. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

### **Final Approval Hearing**

You may, if you wish, also appear at the Final Approval Hearing set for August 26, 2022 at 9:00 a.m. in the Spring Street Courthouse of Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense. If you plan to appear, please note you may do so remotely, and can visit <https://my.lacourt.org/laccwelcome> for more information on remote appearances.

### **Additional Information**

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may visit <http://www.phoenixclassaction.com/>, call the Settlement Administrator at (800) 523-5773 or Class Counsel:

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You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, during regular business hours of each court day.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,  
REMO, OR REMO'S ATTORNEYS TO ASK QUESTIONS ABOUT THE  
SETTLEMENT OR TO OBTAIN COPIES OF DOCUMENTS.**

**IF YOU MOVE OR CHANGE ADDRESS, PLEASE SEND THE  
SETTLEMENT ADMINISTRATOR YOUR NEW ADDRESS.**

**IT IS ENCOURAGED THAT YOU KEEP A COPY OF ANY CHALLENGE, REQUEST  
FOR EXCLUSION AND/OR OBJECTION THAT YOU SUBMIT, AND PROOF OF  
TIMELY MAILING UNTIL AFTER THE FINAL APPROVAL HEARING.**