

Kane Moon (SBN 249834)  
kane.moon@moonyanglaw.com  
H. Scott Leviant (SBN 200834)  
scott.leviant@moonyanglaw.com  
Mariam Ghazaryan (SBN 341119)  
mariam.ghazaryan@moonyanglaw.com  
**MOON & YANG, APC**  
1055 W. Seventh St., Suite 1880  
Los Angeles, California 90017  
Telephone: (213) 232-3128  
Facsimile: (213) 232-3125

Michael Nourmand, Esq. (SBN 198439)  
James A. De Sario, Esq. (SBN 262552)  
THE NOURMAND LAW FIRM, APC  
8822 West Olympic Boulevard  
Beverly Hills, California 90211  
Telephone: (310) 553-3600  
Facsimile: (310) 553-3603

Attorneys for Plaintiff Hector Ramirez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

SHAWN LEE, and HECTOR RAMIREZ, on  
behalf of themselves and all others similarly  
situated,

*Plaintiff,*

vs.

COMAV TECHNICAL SERVICES, LLC, a  
Delaware corporation; and DOES 1 through 10,  
inclusive,

*Defendants.*

Case No.: CIVDS2021583

[Assigned to Hon. David Cohn]

CLASS ACTION

**CLASS ACTION AND PAGA  
SETTLEMENT AGREEMENT**

Action Filed: October 6, 2020

Trial Date: Not Set

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1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between  
2 plaintiff HECTOR RAMIREZ (“Plaintiff”) and defendant COMAV TECHNICAL SERVICES, LLC  
3 (“COMAV” or “Defendant”). The Agreement refers to Plaintiff and COMAV collectively as “Parties,”  
4 or individually as “Party.”

5  
6 **1. DEFINITIONS.**

7 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against COMAV  
8 captioned *Lee, et al. v. ComAv Technical Services, LLC*, initiated on October 6, 2020 and  
9 pending in Superior Court of the State of California, County of San Bernardino.

10 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties  
11 have agreed to appoint to administer the Settlement.

12 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid  
13 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in  
14 accordance with the Administrator’s “not to exceed” bid submitted to the Court in  
15 connection with Preliminary Approval of the Settlement.

16 1.4. “Aggrieved Employee” means all persons employed by COMAV in California and  
17 classified as non-exempt who worked for COMAV during the PAGA Period.

18 1.5. “Class” means all persons employed by COMAV in California and classified as non-  
19 exempt who worked for COMAV during the Class Period.

20 1.6. “Class Counsel” means The Nourmand Law Firm, APC, and Moon & Yang, APC.

21 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean  
22 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees  
23 and expenses, respectively, incurred to prosecute the Action.

24 1.8. “Class Data” means Class Member identifying information in COMAV’s possession  
25 including the Class Member’s name, last-known mailing address, Social Security number,  
26 and number of Class Period Workweeks and PAGA Pay Periods.

27 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a  
28 Participating Class Member or Non-Participating Class Member (including a Non-

Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from October 6, 2016, through December 31, 2021.

1.13. “Class Representative” means the named Plaintiff Hector Ramirez in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of San Bernardino.

1.16. “COMAV” means named Defendant COMAV TECHNICAL SERVICES, LLC.

1.17. “Defense Counsel” means FISHER & PHILLIPS LLP.

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means \$525,000.00 which is the total amount COMAV agrees to pay under the Settlement except as provided in Paragraph 3.1 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for COMAV for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from October 6, 2019, through December 31, 2021.

- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. “PAGA Notice” means all letters to COMAV and the LWDA from any plaintiff in the Action providing notice pursuant to Labor Code § 2699.3(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,250) and the 75% to LWDA (\$18,750) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Hector Ramirez, the remaining named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.41. “Released Parties” means: COMAV and each of its former and present directors, officers, shareholders, supervisory employees, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, or affiliates.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have the longer of the original Response Deadline or the date 14 calendar days after the Notice Packet is

resent to submit a Request for Exclusion or written Objection to the Settlement.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member worked for COMAV for at least one day, during the Class Period.

## **2. RECITALS.**

2.1. On October 6, 2020, plaintiff Shawn Lee commenced this Action by filing a Complaint alleging causes of action against COMAV, alleging that COMAV (1) failed to provide meal periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198 and Wage Order); (2) failed to provide rest periods (Lab. Code §§ 204, 223, 226.7 and 1198 and Wage Order); (3) failed to pay minimum and straight time wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198 and Wage Order as to minimum wage); (4) failed to provide accurate itemized wage statements (Lab. Code §§ 226(a)); (5) failed to timely pay all final wages (Lab. Code §§ 201, 202 and 203); (6) failed to indemnify for job-related expenses (Lab. Code § 2802); and, (7) engaged in Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.). On January 5, 2021, plaintiff Shawn Lee filed a First Amended Complaint alleging an additional cause of action under PAGA. On September 10, 2021, plaintiff Shawn Lee and Plaintiff Hector Ramirez filed a Second Amended Class and Representative Action Complaint, adding Plaintiff Hector Ramirez as a party to the Action and adding a cause of action for failure to pay overtime compensation (Lab. Code §§ 1194, 1198). The Second Amended Complaint is the Operative Complaint. Plaintiff Shawn Lee dismissed his claims against COMAV as part of an individual settlement. COMAV denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), the plaintiffs gave timely written notice to COMAV and the LWDA by sending PAGA Notices.

- 2.3. On May 19, 2022, the Parties participated in an all-day mediation presided over by mediator Lynn Frank, Esq., which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through both formal and informal discovery, documents and information necessary to evaluate the claims in the Action, including pay and time records for the Class. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### 3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, COMAV promises to pay \$525,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. COMAV has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to COMAV.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any



1 Individual PAGA Payment the Class Representative is entitled to receive as a  
2 Participating Class Member). COMAV will not oppose Plaintiff's request for a  
3 Class Representative Service Payment that does not exceed this amount. As part of  
4 the motion for Class Counsel Fees Payment and Class Litigation Expenses  
5 Payment, Plaintiff will seek Court approval for any Class Representative Service  
6 Payments no later than 16 court days prior to the Final Approval Hearing. If the  
7 Court approves a Class Representative Service Payment less than the amount  
8 requested, the Administrator will retain the remainder in the Net Settlement  
9 Amount. The Administrator will pay the Class Representative Service Payment  
10 using IRS Form 1099. Plaintiff assumes full responsibility and liability for  
11 employee taxes owed on the Class Representative Service Payment.

12 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more 33 and 1/3%,  
13 which is currently estimated to be \$175,000.00 and a Class Counsel Litigation  
14 Expenses Payment of not more than \$35,000.00. COMAV will not oppose  
15 requests for these payments provided that do not exceed these amounts. Plaintiff  
16 and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class  
17 Litigation Expenses Payment no later than 16 court days prior to the Final  
18 Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a  
19 Class Counsel Litigation Expenses Payment less than the amounts requested, the  
20 Administrator will allocate the remainder to the Net Settlement Amount. Released  
21 Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel  
22 arising from any claim to any portion any Class Counsel Fee Payment and/or Class  
23 Counsel Litigation Expenses Payment. The Administrator will pay the Class  
24 Counsel Fees Payment and Class Counsel Expenses Payment using one or more  
25 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes  
26 owed on the Class Counsel Fees Payment and the Class Counsel Litigation  
27 Expenses Payment and holds COMAV harmless, and indemnifies COMAV, from  
28 any dispute or controversy regarding any division or sharing of any of these

Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$15,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$15,000, the Administrator will retain the remainder in the Net Settlement Amount. Phoenix Settlement Administrators has been selected as the Administrator, based upon its “not to exceed” bid of \$9,000.00.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 75% (\$18,750.00)

allocated to the LWDA PAGA Payment and 25% (\$6,250.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,250.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Class Workweeks. Based on a review of its records to date, COMAV estimates there are 352 Class Members who collectively worked a total of 30,466 Workweeks.

4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, COMAV will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. COMAV has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which COMAV must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise

1 resolve any issues related to missing or omitted Class Data.

2 4.3. Funding of Gross Settlement Amount. COMAV shall fully fund the Gross Settlement  
3 Amount, and also fund the amounts necessary to fully pay COMAV's share of payroll  
4 taxes by transmitting the funds to the Administrator no later than 14 days after the  
5 Effective Date.

6 4.4. Payments from the Gross Settlement Amount. Within 14 days after COMAV funds the  
7 Gross Settlement Amount, the Administrator will mail checks for all Individual Class  
8 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the  
9 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel  
10 Litigation Expenses Payment, and the Class Representative Service Payment.  
11 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses  
12 Payment and the Class Representative Service Payment shall not precede disbursement of  
13 Individual Class Payments and Individual PAGA Payments.

14 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or  
15 Individual PAGA Payments and send them to the Class Members via First Class  
16 U.S. Mail, postage prepaid. The face of each check shall prominently state the  
17 date when the check will be voided, which date shall be 180 days after the date of  
18 mailing. The Administrator will cancel all checks not cashed by the void date. The  
19 Administrator will send checks for Individual Settlement Payments to all  
20 Participating Class Members (including those for whom Class Notice was returned  
21 undelivered). The Administrator will send checks for Individual PAGA Payments  
22 to all Aggrieved Employees including Non-Participating Class Members who  
23 qualify as Aggrieved Employees (including those for whom Class Notice was  
24 returned undelivered). The Administrator may send Participating Class Members a  
25 single check combining the Individual Class Payment and the Individual PAGA  
26 Payment. Before mailing any checks, the Settlement Administrator must update  
27 the recipients' mailing addresses using the National Change of Address Database.

28 4.4.2. The Administrator must conduct a Class Member Address Search for all other

1 Class Members whose checks are returned undelivered without USPS forwarding  
2 address. Within seven days of receiving a returned check the Administrator must  
3 re-mail checks to the USPS forwarding address provided or to an address  
4 ascertained through the Class Member Address Search. The Administrator need  
5 not take further steps to deliver checks to Class Members whose re-mailed checks  
6 are returned as undelivered. The Administrator shall promptly send a replacement  
7 check to any Class Member whose original check was lost or misplaced, requested  
8 by the Class Member prior to the void date.

9 4.4.3. For any Class Member whose Individual Class Payment check or Individual  
10 PAGA Payment check is uncashed and cancelled after the void date, the  
11 Administrator shall transmit the funds represented by such checks to Victor Valley  
12 Rescue Mission, P.O. Box 3060, Victorville, California 92393-3060 subject to the  
13 requirements of California Code of Civil Procedure § 384(b) (the “*Cy Pres*  
14 Recipient”). Consistent with the purpose of Section 384, Victor Valley Rescue  
15 Mission was selected because it provides vocational job training and job  
16 placement, along with other support for indigent persons in the Victorville  
17 community. The Parties, Class Counsel and Defense Counsel represent, by their  
18 signatures hereon, that they have no interest or relationship, financial or otherwise,  
19 with the intended *Cy Pres* Recipient.

20 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall  
21 not obligate COMAV to confer any additional benefits or make any additional  
22 payments to Class Members (such as 401(k) contributions or bonuses) beyond  
23 those specified in this Agreement.

24  
25 **5. RELEASES OF CLAIMS.**

26 Effective on the date when COMAV fully funds the entire Gross Settlement Amount and funds all  
27 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class  
28 Members, and Class Counsel will release claims against all Released Parties as follows:

1           5.1.   Plaintiff's Release.

2           5.1.1.   Scope of Plaintiff's Release. Plaintiff and his or her respective former and present  
3 spouses, representatives, agents, attorneys, heirs, administrators, successors, and  
4 assigns generally, release and discharge Released Parties from any and all charges,  
5 complaints, claims, liabilities, obligations, promises, agreements, controversies,  
6 damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and  
7 expenses (including back wages, statutory penalties, civil penalties, liquidated  
8 damages, exemplary damages, interest, attorneys' fees, and costs) of any nature  
9 whatsoever, from the beginning of time through the execution of this Stipulation,  
10 whether known or unknown, suspected or unsuspected, including but not limited to  
11 all claims arising out of, based upon, or relating to Class Representative's  
12 employment with Defendants or the remuneration for or termination of such  
13 employment. ("Plaintiff's Release.") Plaintiff's Release does not extend to any  
14 claims or actions to enforce this Agreement, or to any claims for vested benefits,  
15 unemployment benefits, disability benefits, social security benefits, or workers'  
16 compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff  
17 may discover facts or law different from, or in addition to, the facts or law that  
18 Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's  
19 Release shall be and remain effective in all respects, notwithstanding such different  
20 or additional facts or Plaintiff's discovery of them.

21           5.1.2.   Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of  
22 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,  
23 rights, and benefits, if any, of Section 1542 of the California Civil Code, which  
24 reads:

25           **A general release does not extend to claims that the creditor or**  
26           **releasing party does not know or suspect to exist in his or her favor**  
27           **at the time of executing the release, and that if known by him or her**  
28           **would have materially affected his or her settlement with the debtor**  
              **or Released Party.**

          5.2.   Release by Participating Class Members: All Participating Class Members, on behalf of

1 themselves and their respective former and present representatives, agents, attorneys, heirs,  
2 administrators, successors, and assigns, release Released Parties from (i) all claims that  
3 were alleged, or reasonably could have been alleged, based on the Class Period facts stated  
4 in the Operative Complaint. Except as set forth in Section 5.3 of this Agreement,  
5 Participating Class Members do not release any other claims, including claims for vested  
6 benefits, wrongful termination, violation of the Fair Employment and Housing Act,  
7 unemployment insurance, disability, social security, workers' compensation, or claims  
8 based on facts occurring outside the Class Period.

9 5.3. Release of PAGA Claims by All Aggrieved Employees: All Non-Participating Class  
10 Members and Participating Class Members who are Aggrieved Employees are deemed to  
11 release, on behalf of themselves and their respective former and present representatives,  
12 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from  
13 all claims for PAGA penalties that were alleged, or reasonably could have been alleged,  
14 based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices  
15 attached hereto as Exhibit B.

16  
17 **6. MOTION FOR PRELIMINARY APPROVAL.**

18 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary  
19 Approval") that complies with the Court's current checklist for Preliminary Approvals.

20 6.1. COMAV's Declaration in Support of Preliminary Approval. Within seven days of the full  
21 execution of this Agreement, COMAV will prepare and deliver to Class Counsel a signed  
22 Declaration from COMAV disclosing all facts relevant to any actual or potential conflicts  
23 of interest with the Administrator and any facts regarding financial issues currently  
24 impacting Defendant.

25 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all  
26 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the  
27 notice, and memorandum in support, of the Motion for Preliminary Approval that includes  
28 an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA

1 Settlement under Labor Code § 2699(f)(2)); (ii) a draft proposed Order Granting  
2 Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class  
3 Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid  
4 for administering the Settlement and attesting to its willingness to serve; competency;  
5 operative procedures for protecting the security of Class Data; amounts of insurance  
6 coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant  
7 to any actual or potential conflicts of interest with Class Members; and the nature and  
8 extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a  
9 signed declaration from Plaintiff confirming willingness and competency to serve and  
10 disclosing all facts relevant to any actual or potential conflicts of interest with Class  
11 Members or the Administrator; (v) a signed declaration from each Class Counsel firm  
12 attesting to its competency to represent the Class Members; its timely transmission to the  
13 LWDA of all necessary PAGA documents (initial notice of violations (Labor Code §  
14 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code  
15 § 2699(l)(2)); and, (vi) all facts relevant to any actual or potential conflict of interest with  
16 Class Members or the Administrator. In their Declarations, Plaintiff and Class Counsel  
17 Declaration shall aver that they are not aware of any other pending matter or action  
18 asserting claims that will be extinguished or adversely affected by the Settlement.

19 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible  
20 for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60  
21 days after the full execution of this Agreement; obtaining a prompt hearing date for the  
22 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the  
23 Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s  
24 Preliminary Approval to the Administrator.

25 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
26 Preliminary Approval and/or the supporting declarations and documents, Class Counsel  
27 and Defense Counsel will expeditiously work together on behalf of the Parties by meeting  
28 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does



not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

**7. SETTLEMENT ADMINISTRATION.**

- 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.
- 7.4. Notice to Class Members.
- 7.4.1. No later than three business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice (with Spanish translation, if applicable) substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice

1 shall prominently estimate the dollar amounts of any Individual Class Payment  
2 and/or Individual PAGA Payment payable to the Class Member, and the number of  
3 Workweeks and PAGA Pay Periods used to calculate these amounts. Before  
4 mailing Class Notices, the Administrator shall update Class Member addresses  
5 using the National Change of Address database.

6 7.4.3. Not later than three business days after the Administrator's receipt of any Class  
7 Notice returned by the USPS as undelivered, the Administrator shall re-mail the  
8 Class Notice using any forwarding address provided by the USPS. If the USPS  
9 does not provide a forwarding address, the Administrator shall conduct a Class  
10 Member Address Search, and re-mail the Class Notice to the most current address  
11 obtained. The Administrator has no obligation to make further attempts to locate  
12 or send Class Notice to Class Members whose Class Notice is returned by the  
13 USPS a second time.

14 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks  
15 and/or Pay Periods, and Requests for Exclusion will be the longer of the Response  
16 Deadline or 14 days from when the Class Notice is re-mailed. The Administrator  
17 will inform the Class Member of the extended deadline with the re-mailed Class  
18 Notice.

19 7.4.5. If the Administrator, COMAV or Class Counsel is contacted by or otherwise  
20 discovers any persons who believe they should have been included in the Class  
21 Data and should have received Class Notice, the Parties will expeditiously meet  
22 and confer in person or by telephone, and in good faith, in an effort to agree on  
23 whether to include them as Class Members. If the Parties agree, such persons will  
24 be Class Members entitled to the same rights as other Class Members, and the  
25 Administrator will send, via email or overnight delivery, a Class Notice requiring  
26 them to exercise options under this Agreement not later than 14 days after receipt  
27 of Class Notice, or the deadline dates in the Class Notice, which ever are later.

28 7.5. Requests for Exclusion (Opt-Outs).

1 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement  
2 must send the Administrator, by fax, email, or mail, a signed written Request for  
3 Exclusion not later than 60 days after the Administrator mails the Class Notice, or  
4 as otherwise extended for re-mailed Class Notices as described herein. A Request  
5 for Exclusion is a letter from a Class Member or his/her representative that  
6 reasonably communicates the Class Member's election to be excluded from the  
7 Settlement and includes the Class Member's name, address and email address or  
8 telephone number. To be valid, a Request for Exclusion must be timely faxed,  
9 emailed, or postmarked by the Response Deadline, subject to extension for  
10 remailed Class Notices as described herein.

11 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it  
12 fails to contain all the information specified in the Class Notice. The Administrator  
13 shall accept any Request for Exclusion as valid if the Administrator can reasonably  
14 ascertain the identity of the person as a Class Member and the Class Member's  
15 desire to be excluded. The Administrator's determination shall be final and not  
16 appealable or otherwise susceptible to challenge. If the Administrator has reason to  
17 question the authenticity of a Request for Exclusion, the Administrator may  
18 demand additional proof of the Class Member's identity. The Administrator's  
19 determination of authenticity shall be final and not appealable or otherwise  
20 susceptible to challenge.

21 7.5.3. Every Class Member who does not submit a timely and valid Request for  
22 Exclusion is deemed to be a Participating Class Member under this Agreement,  
23 entitled to all benefits and bound by all terms and conditions of the Settlement,  
24 including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3  
25 of this Agreement, regardless whether the Participating Class Member actually  
26 receives the Class Notice or objects to the Settlement.

27 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a  
28 Non-Participating Class Member and shall not receive an Individual Class

1 Payment or have the right to object to the class action components of the  
2 Settlement. Because future PAGA claims are subject to claim preclusion upon  
3 entry of the Judgment, Non-Participating Class Members who are Aggrieved  
4 Employees are deemed to release the claims identified in Paragraph 5.4 of this  
5 Agreement and are eligible for an Individual PAGA Payment.

6 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the  
7 Administrator mails the Class Notice, or as otherwise extended for re-mailed Class Notices  
8 as described herein, to challenge the number of Class Workweeks and PAGA Pay Periods  
9 (if any) allocated to the Class Member in the Class Notice. The Class Member may  
10 challenge the allocation by communicating with the Administrator via fax, email or mail.  
11 The Administrator must encourage the challenging Class Member to submit supporting  
12 documentation. In the absence of any contrary documentation, the Administrator is  
13 entitled to presume that the Workweeks contained in the Class Notice are correct so long  
14 as they are consistent with the Class Data. The Administrator's determination of each  
15 Class Member's allocation of Workweeks and/or Pay Periods shall be final and not  
16 appealable or otherwise susceptible to challenge. The Administrator shall promptly  
17 provide copies of all challenges to calculation of Workweeks and/or Pay Periods to  
18 Defense Counsel and Class Counsel and the Administrator's determination the challenges.

19 7.7. Objections to Settlement.

20 7.7.1. Only Participating Class Members may object to the class action components of  
21 the Settlement and/or this Agreement, including contesting the fairness of the  
22 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class  
23 Counsel Litigation Expenses Payment and/or Class Representative Service  
24 Payment.

25 7.7.2. Participating Class Members may send written objections to the Administrator, by  
26 fax, email, or mail. In the alternative, Participating Class Members may appear in  
27 Court (or hire an attorney to appear in Court) to present verbal objections at the  
28 Final Approval Hearing. A Participating Class Member who elects to send a

written objection to the Administrator must do so not later than the Response Deadline, or as otherwise extended for re-mailed Class Notices as described herein.

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The website does not need to be a domain created specifically for this Action. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,

1 Requests for Exclusion (whether valid or invalid) received, objections received,  
2 challenges to Workweeks and/or Pay Periods received and/or resolved, and checks  
3 mailed for Individual Class Payments and Individual PAGA Payments (“Weekly  
4 Report”). The Weekly Reports must include provide the Administrator’s  
5 assessment of the validity of Requests for Exclusion and attach copies of all  
6 Requests for Exclusion and objections received.

7 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to  
8 address and make final decisions consistent with the terms of this Agreement on all  
9 Class Member challenges over the calculation of Workweeks and/or Pay Periods.  
10 The Administrator’s decision shall be final and not appealable or otherwise  
11 susceptible to challenge.

12 7.8.5. Administrator’s Declaration. Not later than 14 days before the date by which  
13 Plaintiff is required to file the Motion for Final Approval of the Settlement, the  
14 Administrator will provide to Class Counsel and Defense Counsel, a signed  
15 declaration suitable for filing in Court attesting to its due diligence and compliance  
16 with all of its obligations under this Agreement, including, but not limited to, its  
17 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing  
18 of Class Notices, attempts to locate Class Members, the total number of Requests  
19 for Exclusion from Settlement it received (both valid or invalid), the number of  
20 written objections and a list of the names of all individuals requesting exclusion. If  
21 names, alone, are insufficient to uniquely identify the Class Members requesting  
22 exclusion, the last four digits of a social security number or tax ID number will be  
23 included with the name to permit unique identification. The Administrator will  
24 supplement its declaration as needed or requested by the Parties and/or the Court.  
25 Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

26 7.8.6. Final Report by Settlement Administrator. Within 14 days after the Administrator  
27 disburses all funds in the Gross Settlement Amount, the Administrator will provide  
28 Class Counsel and Defense Counsel with a final report detailing its disbursements

by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

**8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**

Based on its records, COMAV estimates that, as of the date of this Settlement Agreement, (1) there are 352 Class Members and 30,466 total Workweeks during the Class period. If the total number of Workweeks during the Class Period exceeds 30,466 by more than 10%, then the Gross Settlement Amount shall be increased on a pro rata basis (\$17.23) per Workweek for each addition Workweek above the 10% escalation margin.

**9. COMAV'S RIGHT TO WITHDRAW.**

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, COMAV may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if COMAV withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, COMAV will remain responsible for paying all Settlement Administration Expenses incurred to that point. COMAV must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

**10. MOTION FOR FINAL APPROVAL.**

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699(I), a Proposed Final Approval Order and a proposed Judgment (collectively

1 “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not  
2 later than three days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel  
3 will expeditiously meet and confer in person, by email or by telephone, and in good faith, to resolve any  
4 disagreements concerning the Motion for Final Approval.

5 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by  
6 a Participating Class Member, including the right to file responsive documents in Court no  
7 later than nine court days prior to the Final Approval Hearing, or as otherwise ordered or  
8 accepted by the Court.

9 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final  
10 Approval on any material change to the Settlement (including, but not limited to, the scope  
11 of release to be granted by Class Members), the Parties will expeditiously work together in  
12 good faith to address the Court’s concerns by revising the Agreement as necessary to  
13 obtain Final Approval. The Court’s decision to award less than the amounts requested for  
14 the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel  
15 Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute  
16 a material modification to the Agreement within the meaning of this paragraph.

17 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the  
18 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for  
19 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement  
20 administration matters, and (iii) addressing such post-Judgment matters as are permitted by  
21 law.

22 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
23 conditions of this Agreement, specifically including the Class Counsel Fees Payment and  
24 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the  
25 Parties, their respective counsel, and all Participating Class Members who did not object to  
26 the Settlement as provided in this Agreement, waive all rights to appeal from the  
27 Judgment, including all rights to post-judgment and appellate proceedings, the right to file  
28 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The



1 waiver of appeal does not include any waiver of the right to oppose such motions, writs or  
2 appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this  
3 Agreement will be suspended until such time as the appeal is finally resolved and the  
4 Judgment becomes final, except as to matters that do not affect the amount of the Net  
5 Settlement Amount.

6 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the  
7 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a  
8 material modification of this Agreement (including, but not limited to, the scope of release  
9 to be granted by Class Members), this Agreement shall be null and void. The Parties shall  
10 nevertheless expeditiously work together in good faith to address the appellate court's  
11 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis,  
12 any additional Administration Expenses reasonably incurred after remittitur. An appellate  
13 decision to vacate, reverse, or modify the Court's award of the Class Representative  
14 Service Payment or any payments to Class Counsel shall not constitute a material  
15 modification of the Judgment within the meaning of this paragraph, as long as the Gross  
16 Settlement Amount remains unchanged.

17  
18 **11. AMENDED JUDGMENT.**

19 If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together  
20 in good faith to jointly submit and a proposed amended judgment.

21  
22 **12. ADDITIONAL PROVISIONS.**

23 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other  
24 Purposes. This Agreement represents a compromise and settlement of highly disputed  
25 claims. Nothing in this Agreement is intended or should be construed as an admission by  
26 COMAV that any of the allegations in the Operative Complaint have merit or that  
27 COMAV has any liability for any claims asserted; nor should it be intended or construed  
28 as an admission by Plaintiff that COMAV's defenses in the Action have merit. The Parties

1 agree that class certification and representative treatment is for purposes of this Settlement  
2 only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or  
3 enter Judgment, COMAV reserves the right to contest certification of any class for any  
4 reasons, and COMAV reserves all available defenses to the claims in the Action, and  
5 Plaintiff reserves the right to move for class certification on any grounds available and to  
6 contest COMAV's defenses. The Settlement, this Agreement and Parties' willingness to  
7 settle the Action will have no bearing on, and will not be admissible in connection with,  
8 any litigation (except for proceedings to enforce or effectuate the Settlement and this  
9 Agreement).

10 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, COMAV and  
11 Defense Counsel separately agree that, until the Motion for Preliminary Approval of  
12 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize,  
13 or cause or permit another person to disclose, disseminate or publicize, any of the terms of  
14 the Agreement directly or indirectly, specifically or generally, to any person, corporation,  
15 association, government agency, or other entity except: (1) to the Parties' attorneys,  
16 accountants, or spouses, all of whom will be instructed to keep this Agreement  
17 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to  
18 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in  
19 response to an inquiry or subpoena issued by a state or federal government agency. Each  
20 Party agrees to immediately notify each other Party of any judicial or agency order,  
21 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, COMAV and  
22 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or  
23 other communication, before the filing of the Motion for Preliminary Approval, any with  
24 third party regarding this Agreement or the matters giving rise to this Agreement except to  
25 respond only that "the matter was resolved," or words to that effect. This paragraph does  
26 not restrict Class Counsel's communications with Class Members in accordance with Class  
27 Counsel's ethical obligations owed to Class Members.

28 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and

employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and COMAV, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8. No Tax Advice. Neither Plaintiff, Class Counsel, COMAV nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 1           12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,  
2           modified, changed, or waived only by an express written instrument signed by all Parties  
3           or their representatives, and approved by the Court.
- 4           12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the  
5           benefit of, the successors of each of the Parties.
- 6           12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
7           governed by and interpreted according to the internal laws of the state of California,  
8           without regard to conflict of law principles.
- 9           12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of  
10          this Agreement. This Agreement will not be construed against any Party on the basis that  
11          the Party was the drafter or participated in the drafting.
- 12          12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered  
13          during Action and in this Agreement relating to the confidentiality of information shall  
14          survive the execution of this Agreement.
- 15          12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to  
16          Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class  
17          Counsel by COMAV in connection with the mediation, other settlement negotiations, or in  
18          connection with the Settlement, may be used only with respect to this Settlement, and no  
19          other purpose, and may not be used in any way that violates any existing contractual  
20          agreement, statute, or rule of court. Not later than 90 days after the date when the Court  
21          discharges the Administrator's obligation to provide a Declaration confirming the final pay  
22          out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class  
23          Data received from COMAV.
- 24          12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is  
25          inserted for convenience of reference only and does not constitute a part of this  
26          Agreement.
- 27          12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be  
28          to calendar days. In the event any date or deadline set forth in this Agreement falls on a

weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Michael Nourmand  
mnourmand@nourmandlawfirm.com  
James A. De Sario  
jdesario@nourmandlawfirm.com  
THE NOURMAND LAW FIRM, APC  
8822 West Olympic Boulevard  
Beverly Hills, California 90211  
Telephone: (310) 553-3600  
Facsimile: (310) 553-3603

Kane Moon  
H. Scott Leviant  
scott.leviant@moonyanglaw.com  
Mariam Ghazaryan  
mariam.ghazaryan@moonyanglaw.com  
MOON & YANG, APC  
1055 W. Seventh St., Suite 1880  
Los Angeles, California 90017  
Telephone: (213) 232-3128  
Facsimile: (213) 232-3125

To COMAV:

Alden J. Parker  
aparker@fisherphillips.com  
Gregory L. Blueford  
gblueford@fisherphillips.com  
FISHER & PHILLIPS LLP  
621 Capitol Mall, Suite 1400  
Sacramento, California 95814  
Telephone: (916) 210-0372

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence

to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

**Plaintiff & Class Representative:**

Dated: August 15, 2022

By: 

HECTOR RAMIREZ

**Plaintiff's Counsel:**

Dated: August 15, 2022

THE NOURMAND LAW FIRM, APC

By: 

Michael Nourmand  
James A. De Sario

Attorneys for Plaintiff HECTOR RAMIREZ

Dated: August 15, 2022

MOON & YANG, APC

By: 

Kane Moon  
H. Scott Leviant  
Mariam Ghazaryan

Attorneys for Plaintiff HECTOR RAMIREZ

1 **Defendant:**

2 Dated: August 15, 2022

COMAV TECHNICAL SERVICES, LLC

3 By: James M. Burke  
4 Print Name


5   
6 Signature

7 Manager  
8 Title

9  
10 **Defendant's Counsel:**

11 Dated: August 15, 2022

FISHER & PHILLIPS LLP

12   
13 By: Alden J. Parker  
14 Gregory L. Blueford

15 Attorneys for Defendant COMAV TECHNICAL  
16 SERVICES, LLC  
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# **Exhibit “A”**



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

*Lee, et al. v. ComAv Technical Services, LLC, Case No. CIVDS2021583*

*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 coordinated employee class action lawsuits (“Action”) against defendant COMAV TECHNICAL SERVICES, LLC (“COMAV” or “Defendant”) for alleged wage and hour violations. The Action was filed by former COMAV employees, including the remaining named plaintiff Hector Ramirez (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for COMAV during the Class Period (October 6, 2016, through December 31, 2021); and, (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for COMAV during the PAGA Period (October 6, 2019, through December 31, 2021) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Settlement 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 Settlement Payment, then according to Defendant’s records you are not eligible for such a payment under the Settlement because you didn’t work during the covered period.)

The above estimates are based on Defendant’s records showing that you worked [REDACTED] workweeks during the Class Period, and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks or pay periods during any of the respective periods, 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 COMAV to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against COMAV.

If you worked for COMAV 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 Settlement Class Payment and/or an Individual PAGA Settlement Payment. As a Settlement Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against COMAV.
- (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 Settlement Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against COMAV, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Settlement Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

COMAV 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

<b>You Don't Have to Do Anything to Participate in the Settlement</b>	<p>If you do nothing, you will be a Settlement 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 COMAV that are covered by this Settlement (Released Claims).</p>
<b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b>  <b>The Opt-out Deadline is</b>	<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. COMAV 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>
<b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b>  <b>Written Objections Must be Submitted by</b>	<p>All Class Members who do not opt-out ("Settlement 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 Settlement 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>
<b>You Can Participate in the Final Approval Hearing</b>	<p>The Court's Final Approval Hearing is scheduled to take place on . 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. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b> <b>Written Challenges Must be Submitted by</b>	<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 COMAV'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 COMAV employee. The Action accuses COMAV of violating California labor laws by failing to pay overtime wages, minimum and straight time wages, wages due upon termination and reimbursable expenses 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: The Nourmand Law Firm, APC, and Moon & Yang, APC ("Class Counsel.")

COMAV 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 COMAV or Plaintiff are correct on the merits. In the meantime, Plaintiff and COMAV hired an experienced, neutral mediator, Lynn Frank, in an effort to resolve the Action by negotiating and 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 COMAV 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, COMAV 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) COMAV 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. COMAV Will Pay \$525,000 as the Gross Settlement Amount (Gross Settlement). COMAV 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 Counsels’ 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, COMAV will fund the Gross Settlement not more than 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 Settlement 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 \$175,000.00 (33 and 1/3% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$35,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$10,000.00 for the Class Representative Service 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 an estimated \$15,000.00 to the Administrator for services administering the Settlement.

D. \$25,000.00 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.

Settlement 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 Settlement Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and COMAV 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. COMAV 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 COMAV 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 Settlement Payments and Individual PAGA Settlement 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 paid to Victor Valley Rescue Mission.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], 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 [REDACTED] Response Deadline. The Request for Exclusion should be a signed letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, last four digits of the Class Member's Social Security 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 Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against COMAV.

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 Settlement Payments and are required to give up their right to assert PAGA claims against COMAV 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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and COMAV have agreed that, in either case, the Settlement will be void: COMAV will not pay any money and Class Members will not release any claims against COMAV.

8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and/or Pay Periods, 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. Settlement Class Members' Release. After the Judgment is final and COMAV has fully funded the Gross Settlement and separately paid all employer payroll taxes, Settlement 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 another lawsuit against COMAV 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 Settlement 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 Class Period facts stated in the Operative Complaint. Except as set forth in Section 5.3 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.

Settlement 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 COMAV has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against COMAV, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Settlement Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against COMAV 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 Class Members and 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 the PAGA Notices attached [to the Settlement] as Exhibit B.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Settlement Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Settlement Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Settlement Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Settlement Payments by (a) dividing \$6,250.00 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 COMAV's records, are stated in the first page of this Notice. You have until [REDACTED] 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 COMAV's calculation of Workweeks and/or Pay Periods based on COMAV'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 Class Members) and COMAV's Counsel.

## 5. HOW WILL I GET PAID?

1. Settlement Class Members. The Administrator will send, by U.S. mail, a single check to every Settlement Class Member (i.e., every Class Member who doesn't opt-out) and all Class Members who qualify as Aggrieved Employees, whether they opt out or not. The single check will combine the Individual Class Settlement 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 who is eligible as an Aggrieved Employee).

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

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

Submit a written and signed letter with your name, address and email address or 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 and identify the Action in a way that is clear. 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 [REDACTED], 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 COMAV are asking the Court to approve. At least [REDACTED] days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request for awards of Fees, Litigation Expenses and a 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.

A Settlement Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for awards of 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 [REDACTED]. 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 and include your name, address and email address or telephone number and sign the objection. Section 9 of this Notice has the Administrator's contact information.



Alternatively, a Settlement 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 \_\_\_\_\_ at \_\_\_\_\_ in Department S-26 of the San Bernardino Superior Court, located at 247 West 3rd Street, San Bernardino, California 92415-0210. 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 CourtCall (<https://courtcall.com/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should contact Class Counsel to verify the date and time of the Final Approval Hearing if you are planning to attend the hearing or have your own lawyer attend.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything COMAV 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 the Administrator's website at \_\_\_\_\_. 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 <https://cap.sb-court.org/search> and entering the Case Number for the Action, CIVDS2021583.

## **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

### **Class Counsel:**

Michael Nourmand  
mnourmand@nourmandlawfirm.com  
James A. De Sario  
jdesario@nourmandlawfirm.com  
THE NOURMAND LAW FIRM, APC  
8822 West Olympic Boulevard  
Beverly Hills, California 90211  
Telephone: (310) 553-3600  
Facsimile: (310) 553-3603

Kane Moon  
H. Scott Leviant  
scott.leviant@moonyanglaw.com  
Mariam Ghazaryan  
mariam.ghazaryan@moonyanglaw.com  
MOON & YANG, APC  
1055 W. Seventh St., Suite 1880  
Los Angeles, California 90017  
Telephone: (213) 232-3128  
Facsimile: (213) 232-3125

### **Settlement Administrator:**

Name of Company: Phoenix Settlement Administrators  
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.

## **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.

# **Exhibit “B”**

# THE NOURMAND LAW FIRM

A PROFESSIONAL LAW CORPORATION

8822 WEST OLYMPIC BOULEVARD  
BEVERLY HILLS, CALIFORNIA 90211  
TELEPHONE (310) 553-3600  
(323) 895-7800  
FACSIMILE (310) 553-3603  
www.nourmandlawfirm.com

December 14, 2020

## **PAGA NOTICE AND FILING FEE SUBMITTED ELECTRONICALLY**

Department of Industrial Relations  
Attn: Accounting Unit  
455 Golden Gate Avenue, 10 Floor  
San Francisco, California 94102

Re: California Labor Code §2699 Notice Letter  
On Behalf of Aggrieved Employee Hector Ramirez

Employer: ComAv Technical Services, LLC  
18438 Readiness Street  
Victorville, California 92394

To whom it may concern:

This letter shall constitute Hector Ramirez's ("Mr. Ramirez") notification under Labor Code §2699.3 (hereinafter, "PAGA Notice"). The \$75 filing fee was submitted electronically through the California Labor and Workforce Development Agency / Department of Industrial Relations' website for PAGA filings, along with a copy of this PAGA Notice.

The PAGA Notice concerns Mr. Ramirez allegations that his employer, ComAv Technical Services, LLC ("ComAv Tech. Ser."), has a policy or practice of not compensating employees for all hours worked, including overtime wages. For example, Mr. Ramirez, who was employed as an aviation technician, contends that ComAv Tech. Ser. would pay non-exempt employees for only pre-determined scheduled hours as opposed to the actual time spent performing their required job duties. The aforementioned practice would result in the non-payment of overtime wages if the employees worked more than 8 hours a day and/or a minimum wage violation in the event that the employees worked 8 hours or less, since they would not have been compensated at least the prevailing minimum wage for all time worked. Consequently, ComAv Tech. Ser. has violated California Labor Code §§200, 510, 1194, 1194.2 and 1197 based on its practice of not paying employees for all the work they perform. ComAv Tech. Ser. would also be liable for civil penalties pursuant to California Labor Code §§558 and 2698.



Mr. Ramirez further alleges that ComAv Tech. Ser. maintains a policy or practice of compelling its employees to work in excess of 5 and 10 hours a day without being afforded uninterrupted 30 minute meal periods or compensation in lieu thereof. For instance, Mr. Ramirez and other non-exempt employees would forced to skip meal periods from the pressure placed upon them to complete their tasks. Mr. Ramirez was also not paid premiums for missed meal periods. Consequently, ComAv Tech. Ser. has violated Labor Code §§226.7 and 512. ComAv Tech. Ser. would also be liable for civil penalties pursuant to Labor Code §§ 558 and 2698.

Mr. Ramirez also alleges that ComAv Tech. Ser. maintains a policy or practice of compelling its employees to work over a four-hour period (or a major fraction thereof) without authorizing and permitting them to take paid ten-minute rest periods in which they were completely relieved of all their duties. That is, Mr. Ramirez and other non-exempt employees were not provided at least two rest breaks when they worked a shift of 8 hours and were not provided with a third rest period when working a shift of more than 10 hours. Furthermore, Mr. Ramirez was not paid premium wages for missed rest periods. Consequently, ComAv Tech. Ser. has violated Labor Code § 226.7. ComAv Tech. Ser. would also be liable for civil penalties pursuant to Labor Code § 2698.

As a result of, including but not limited to, ComAv Tech. Ser.'s failure to pay overtime and minimum wages, failure to provide meal and rest periods or compensation lieu thereof, as described above, it also intentionally failed and continues to fail to furnish employees with itemized wage statements that accurately reflect all hours worked, net and gross wages earned and premium wages due for missed meal and rest periods as required by California Labor Code §226(a). Consequently, since ComAv Tech. Ser. failed to comply with Labor Code §226(a), Mr. Ramirez and other similarly situated employees would be entitled to recover penalties under Labor Code §§ 226(e) and 2698.

ComAv Tech. Ser. also failed and refused and continues to fail and refuse to timely pay compensation to Mr. Ramirez and other similarly situated terminated or resigned employees, including but not limited to, all wages owed as a result of ComAv Tech. Ser.'s failure to pay overtime and minimum wages, and premium wages owed as a result of missed meal and rest periods. Consequently, ComAv Tech. Ser. is liable for waiting time penalties for having violated California Labor Code §§ 201, 202 and 203. ComAv Tech. Ser. would also be liable for civil penalties pursuant to Labor Code § 2698.

ComAv Tech. Ser. also failed and refused to reimburse Plaintiff and other non-exempt employees for business related expenses, including but not limited to the purchase of required tools. Consequently, ComAv Tech. Ser. violated California Labor Code §2802. ComAv Tech. Ser. would also be liable for civil penalties pursuant to Labor Code § 2698.

Department of Industrial Relations

December 14, 2020

Page: 3

Pursuant to Labor Code §2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the postmark date of this notice whether your office intends to investigate the violations alleged herein. Our office understands that if we do not receive a response from your office within sixty-five (65) calendar days of the postmark date of this notice, that Mr. Ramirez may immediately thereafter pursue his interests and the interests of similarly situated aggrieved employees with a civil complaint against ComAv Tech. Ser. for its violations of the Labor Code.

Sincerely,

A handwritten signature in black ink, appearing to read "James A. De Sario". The signature is fluid and cursive, with a large initial "J" and "D".

James A. De Sario, Esq.  
THE NOURMAND LAW FIRM, APC

cc: ComAv Technical Services, LLC (by U.S. Certified Mail)