

FILED
KERN COUNTY SUPERIOR COURT
06/12/2023

BY Urena, Veronica
DEPUTY

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9 *Attorneys for Plaintiff and the Proposed Class*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF KERN – METROPOLITAN DIVISION**

13 MARIA G. ESQUIVEL, individually, and on
14 behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 MRSS HOSPITALITY, INC., a California
Corporation; KULWANT MANN, an individual;
18 JAGMIT MANN, an individual;
RAMNINDERJIT SEKHON, an individual; and
19 DOES 1 to 100, inclusive,

20 Defendants.

Case No.: BCV-21-100131

*[Assigned for all purposes to Honorable David
R. Zulfa; Division J]*

16 **~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing:
Date: May 10, 2023
Time: 8:30 a.m.
Div.: J

Complaint Filed: January 20, 2021

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1 Class Members. The form and method of giving notice complies fully with the requirements of
2 California Code of Civil Procedure section 382 and 384, California Civil Code section 1781, California
3 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable
4 law;

5 5. The Court further approves the procedures for Class Members to opt out of or object to
6 the Settlement, as set forth in the Settlement Agreement and Class Notice;

7 6. The procedures and requirements for filing objections in connection with the Final
8 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
9 presentation of any Class Member's objection to the Settlement Agreement, in accordance with the due
10 process rights of all Class Members;

11 7. The Court directs the Settlement Administrator to administer the notice in accordance
12 with the following, which includes: a) translating the Class Notice in Spanish; b) mailing the Class
13 Notice to Class Members in both English and Spanish; and c) including a stamped envelope addressed
14 to the Settlement Administrator with the Class Notice. All Requests for Exclusion and/or objections
15 shall be submitted to the Settlement Administrator, not to Class Counsel or Defendants' counsel,
16 however, the Settlement Administrator will submit copies to the Parties' counsel. At final approval,
17 the Administrator shall file a declaration authenticating a copy of every Request for Exclusion and/or
18 objection received by the Settlement Administrator;

19 8. The Court directs the Settlement Administrator, or counsel for the Parties, to give notice
20 to any objecting party of any continuance of the hearing on the motion for final approval ("Final
21 Approval Hearing");

22 9. A Final Approval Hearing on the question of whether the settlement should be finally
23 approved as fair, reasonable and adequate is scheduled in Division J of the above-entitled Court located
24 at 1215 Truxtun Ave, Bakersfield, CA 93301, on October 10, 2023 (approximately 120 days following
25 the preliminary approval) at 8:30 a.m.;

26 10. At the Final Approval Hearing, the Court will consider this: a) whether the settlement
27 should be approved as fair, reasonable, and adequate for the Class; b) whether the judgment granting
28 final approval of the settlement should be entered; and c) whether Plaintiff's application for the Class

1 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, the Class Representative
2 Service Payment, and the Administration Expenses Payment should be granted;

3 11. Counsel for the Parties shall file memoranda, declarations, or other statements and
4 materials in support of their request for final approval of the settlement, the Class Counsel Fees
5 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
6 Payment per statutory deadlines;

7 12. Pending the Final Approval Hearing, all proceedings in this action, other than
8 proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement
9 and this Order, are stayed; and

10 13. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
11 connection with the administration of the settlement which are not materially inconsistent with either
12 this Order or the terms of the Settlement Agreement.

13 **IT IS SO ORDERED.**

14
15
16 DATED: Signed: 6/11/2023 02:59 PM



17
18 *Honorable David R. Zulfa*
19 Judge of the Superior Court

EXHIBIT 1

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

(Maria G. Esquivel v. MRSS Hospitality, Inc., et al., Kern County Superior Court Case No. BCV-21-100131)

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against MRSS Hospitality, Inc., Kulwant Mann, Jagmit Mann, and Ramninderjit Sekhon (“Defendants”) for alleged wage and hour violations. The Action was filed by a former employee of Defendants, Maria G. Esquivel (“Plaintiff”) and seeks payment of back wages, unpaid meal and/or rest breaks, and penalties for a class of non-exempt, hourly employees (“Class Members”) who worked for Defendants during the Class Period (January 20, 2017 to January 9, 2020); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt, hourly employees who worked for Defendants during the PAGA Period (January 20, 2020 to January 20, 2021) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$XXX (less withholding) and your Individual PAGA Payment is estimated to be \$XXX.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked XXX workweeks** during the Class Period and **you worked XXX workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or 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 Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

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

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is XXXX</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by XXXX</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>

<p>You Can Participate in the _____ Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on [XXX]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by _____</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [XXX]. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages, overtime wages, failing to pay meal period compensation, failing to pay rest period compensation, failing to pay wages due upon termination, failure to finish accurate wage and hour statements, failure to indemnify for reasonable work expenses, and unfair competition. 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:

Daniel Srourian of Srourian Law Firm, P.C. and Sarkis Sirmabekian of Sirmabekian Law Firm, PC (“Class Counsel.”)

Defendants and Defendants’ Counsel strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants 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, Defendants do 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) Defendants have 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. Defendants Will Pay \$134,680.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will pay the Gross Settlement within twenty-one (21) days of the Court granting Final Approval. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$44,893.33 (1/3 of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$12,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$2,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$20,000.0 to the Administrator for services administering the Settlement.
 - D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross

Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of % 10 of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants 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 Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes, including penalties and interest on back taxes on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to the CASA of Kern County, a 501(c)(3) nonprofit recognized by the IRS (“Cy Pres”).
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **XXX**, 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 **XXX** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administration (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

- 1.1 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 and ascertained in the course of the Action, including any claims for: (1) failure to pay minimum wage (Cal. Lab. Code §§ 1182.12, 1194, 1197 & 1198, *et seq.*); (2) failure to pay overtime compensation (Cal. Lab. Code §§ 1198 & 510, *et seq.*); (3) failure to pay meal period compensation (Cal. Lab. Code §§ 226.7, 512(a) & 1198, *et seq.*); (4) failure to pay rest period compensation (Cal. Lab. Code §§ 226.7 & 1198, *et seq.*); (5) failure to furnish accurate wage and hour statements (Cal. Lab. Code § 226); (6) failure to pay wages upon discharge (Cal. Lab. Code §§ 201 & 202, *et seq.*); (7) failure to indemnify (Cal. Lab. Code § 2802); (8) Unfair Competition (Business and Professions Code § 17200, *et seq.*); and (9) Violation of Private Attorney General Act of 2004, California Labor Code § 2698, *et seq.*, predicated on any of the violations of the California Labor Code, including but not limited to Labor Code section 203, and applicable IWC Wage Order alleged in the Operative Complaint, including but not limited to statutory, constitutional, or contractual damages; unpaid costs; penalties; punitive damages; interest; attorneys’ fees; litigation costs; restitution; and equitable relief. This release shall apply to class members’ claims arising at any point during the Settlement Period and only with respect to time worked for Defendants. Except as set forth in Section 6.3 of this Agreement,

Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 1.2 In addition to the foregoing release, the Class Representative will also agree to a separate general release of claims, which includes a Waiver of Rights under California Civil Code section 1542.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **XXX** 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 Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Maria G. Esquivel v. MRSS Hospitality, Inc., et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by XXX, 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 Defendants are asking the Court to approve. At least 16 days before the XXX Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact

information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [\(url\)](#) or the Court's website <https://www.kern.courts.ca.gov>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is XXX.** 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 *Maria G. Esquivel v. MRSS Hospitality, Inc., et al.*, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

1. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on XXX at XXX in Department 11 of the Kern County Superior Court – Metropolitan Division, located at 1415 Truxtun Ave, Bakersfield, CA 93301. 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 CourtConnect ([Website](#)) Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website XXX beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

2. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants 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 XXX's website at XXX. 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 XXXXXX and entering the Case Number for the Action, Case No. BCV-21-100131. You can also make an appointment to personally review court documents in the Clerk's Office at the Metropolitan Division Courthouse by calling (661) 720-5800.

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

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*Attorneys for Defendants MRSS HOSPITALITY, INC., KULWANT MANN, JAGMIT
MANN, and RAMNINDERJIT SEKHON*

Settlement Administrator: Phoenix

Class Action Administration

[ADDRESS][FAX]

3. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

4. 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

1 **PROOF OF SERVICE**
2 (§ 1013a, 2015.5 C.C.P.)

3 **STATE OF CALIFORNIA**)
4 **COUNTY OF LOS ANGELES**) ss.

5
6 I am a citizen of the United States of America; I am over the age of eighteen years and not a
7 party to the within entitled action; my business address is: 3435 Wilshire Boulevard, Suite
8 1710, Los Angeles, California 90010.

9 On the below-indicated date, I served the following document:

10 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS
11 ACTION AND PAGA SETTLEMENT**

12 on the interested parties in said action by placing:

13 ___X___ a true and correct copy,

14 and addressed as set forth on the attached Service List and delivered by one or more of the
15 means set forth below:

16 **BY ELECTRONIC SERVICE IN LIEU OF SERVICE BY MAIL, EXPRESS MAIL,
17 OVERNIGHT DELIVERY, OR FACSIMILE TRANSMISSION:** In accordance with
18 California Code of Civil Procedure section 1010.6, I caused the document to be sent to the
19 person(s) above at the e-mail address(es) listed below.

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

22 EXECUTED: May 15, 2023 *Grigor Gregg Sirmabekhian*
23 At Los Angeles, California Grigor Gregg Sirmabekhian

24 **SERVICE LIST**

25 Mathew M. Brady, Esq.
26 Daniel Klingenberger, Esq.
27 **LeBeau Thelen, LLP**
28 5001 E Commerce Center Dr, Ste 300
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