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8 on behalf of herself and all others similarly situated and aggrieved

FILED
Superior Court of California
County of Los Angeles

08/24/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

11
12 ERIKA ARELLANO PINEDA, an individual,
13 and on behalf of all others similarly situated
14 and aggrieved,

15 **Plaintiff,**

16 **v.**

17 GRAND LIFE, INC., a California corporation;
18 JU HYUN ALVARADO-MAWN, an
19 individual; and DOES 1 through 100,
20 inclusive,

21 **Defendants.**

CASE NO.: 21STCV28066

[Assigned for all purposes to the Hon. Elihu
M. Berle in Dept. 6]

22 ~~FIRST AMENDED [PROPOSED]~~ **ORDER**
23 **GRANTING PRELIMINARY**
24 **APPROVAL OF CLASS ACTION AND**
25 **REPRESENTATIVE ACTION**
26 **SETTLEMENT AND CERTIFYING**
27 **CLASS FOR SETTLEMENT PURPOSES**
28 **ONLY**

24 This Court, having considered the Motion of plaintiff ERIKA ARELLANO PINEDA
25 (“Plaintiff”) for Preliminary Approval of the Class Action and Representative Action Settlement
26 and Provisional Class Certification for Settlement Purposes Only (“Motion for Preliminary
27 Approval”), the Declarations of David D. Bibiyan, Vedang J. Patel, Plaintiff and Sean Hartranft, the
28 Joint Stipulation Re: Class Action and Representative Action Settlement (the “Settlement,”

1 “Settlement Agreement” or “Agreement”), the proposed Notice of Proposed Class Action
2 Settlement and Date for Final Approval Hearing (“Class Notice”), and other documents submitted
3 in support of the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND**
4 **DECREES THAT:**

5
6 1. The definitions set out in the Settlement Agreement are incorporated by reference
7 into this Order; all terms defined therein shall have the same meaning in this Order.

8 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
9 Class Members” or “Class Members”) for the purpose of settlement only: all current and former
10 non-exempt, hourly-paid employees who worked in California for Grand Life, Inc., and Ju Hyun
11 Alvarado-Mawn (collectively, the “Defendants”) at any time during the period from July 30, 2017
12 through January 6, 2023 (“Class Period”).

13 3. The Court preliminarily appoints the named plaintiff Erika Arellano Pineda as Class
14 Representative, and David D. Bibiyan and Jeffrey Klein of Bibiyan Law Group, P.C., as Class
15 Counsel.

16 4. The Court preliminarily approves the proposed class settlement upon the terms and
17 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
18 settlement appears to be within the range of reasonableness of settlement that could ultimately be
19 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
20 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
21 probable outcome of further litigation relating to liability and damages issues. It further appears that
22 extensive and costly investigation and research has been conducted such that counsel for the parties
23 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
24 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
25 delay and risks that would be presented by the further prosecution of the Action. It further appears
26 that the settlement has been reached as the result of intensive, non-collusive and arms-length
27 negotiations utilizing an experienced third-party neutral.

28 5. The Court approves, as to form and content, the Class Notice that has been submitted

1 herewith, and attached hereto as Exhibit “A.”

2 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
3 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
4 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
5 with the requirements of law and appears to be the best notice practicable under the circumstances.

6 7. The Court hereby preliminarily approves the definition and disposition of the Gross
7 Settlement Amount of \$150,000.00, which is inclusive of: attorneys’ fees of up to thirty-five percent
8 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement
9 Agreement, amounts to \$52,500.00, in addition to actual costs incurred of up to \$25,000.00; service
10 award of up to \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$6,290.00;
11 and Private Attorneys’ General Act of 2004 (“PAGA”) penalties in the amount of \$10,000.00, of
12 which \$7,500.00 (75%) will be paid to the Labor and Workforce Development Agency (“LWDA”)
13 and \$2,500.00 (25%) to “Aggrieved Employees,” defined as Class Members working for
14 Defendants during the period from July 26, 2020 through January 6, 2023 (“PAGA Period”) as non-
15 exempt, hourly-paid employees in California.

16 8. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
17 paid separately and apart by Defendants on the wages portion of the Gross Settlement Amount.

18 9. Defendants shall, within fourteen (14) calendar days of Final Approval Date, make
19 payment of the Gross Settlement Amount (as the same may be escalated pursuant to the Agreement)
20 and Employer Taxes to the Settlement Administrator pursuant to Internal Revenue Code section
21 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”) with an FDIC
22 insured banking institution, for distribution in accordance with the Agreement and the Court’s
23 Orders and subject to the conditions described in the Agreement.

24 10. Class Member’s “Workweek” shall mean the number of weeks that a Settlement
25 Class Member was employed by and worked for the Defendants in a non-exempt, hourly-paid
26 position during the Class Period in California, based on hire dates, re-hire dates (as applicable) and
27 termination dates (as applicable).

28

1 11. The Gross Settlement Amount is based on Defendants’ representation that there
2 were no more than 5,000 Workweeks during the Class Period. In the event the number of
3 Workweeks worked by Class Members during the Class Period increases by more than 5%, or 250
4 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the
5 Workweeks in excess of 5,000 Workweeks multiplied by the Workweek Value. The Workweek
6 Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount
7 (\$150,000.00) by 5,000, which amounts to a Workweek Value of \$30.00. Thus, for example,
8 should there be 6,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be
9 increased by \$30,000.00. ((6,000 Workweeks – 5,000 Workweeks) x \$30.00 per Workweek.).

10 12. The Court deems Apex Class Action (“Apex” or “Settlement Administrator”), the
11 Settlement Administrator, and payment of administrative costs, not to exceed \$6,290.00, out of the
12 Gross Settlement Amount for services to be rendered by Apex on behalf of the class.

13 13. No later than seven (7) calendar days from the Response Deadline, the Settlement
14 Administrator shall provide counsel for the Parties with a declaration attesting to the completion of
15 the notice process, including the number of attempts to obtain valid mailing addresses for and re-
16 sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests
17 for Exclusion and Objections received by the Settlement Administrator.

18 14. No later than September 1, 2023, Defendants will provide the Settlement
19 Administrator with information with respect to each Settlement Class Member, including his or her:
20 (1) name; (2) last known address(es) currently in Defendants’ possession, custody, or control; (3)
21 last known telephone number(s) currently in Defendants’ possession, custody, or control; (4) last
22 known Social Security Number(s) in Defendants’ possession, custody, or control; and (5) the dates
23 of employment (*i.e.*, hire dates, and, if applicable, re-hire date(s) and/or separation date(s)) for each
24 Settlement Class Member (“Class List”).

25 15. The Settlement Administrator shall perform an address search using the United States
26 Postal Service National Change of Address (“NCOA”) database and update the addresses contained
27 on the Class List with the newly-found addresses, if any.

28 16. By September 15, 2023, the Settlement Administrator shall mail the Class Notice in

1 English and Spanish to the Settlement Class Members via first-class regular U.S. Mail using the
2 most current mailing address information available.

3 17. “Response Deadline” means the deadline for Settlement Class Members to mail any
4 Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator, which
5 is November 15, 2023.

6 18. Any Settlement Class Member may request exclusion from (*i.e.*, “opt out” of) the
7 Settlement by mailing a written request to be excluded from the Settlement (“Request for
8 Exclusion”) to the Settlement Administrator, postmarked on or before the Response Deadline. To
9 be valid, a Request for Exclusion must include: (1) the Class Member’s name; (2) the last four digits
10 of the Class Member’s Social Security Number; (3) the Class Member’s signature; and (4) any
11 statement of similar meaning standing for the proposition that the Class member does not wish to
12 participate in the Settlement or the following statement: “Please exclude me from the Settlement
13 Class in the *Pineda v. Grand Life Inc., et al.* matter.”

14 19. Any Settlement Class Member who does not opt out of the Settlement by submitting
15 a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including
16 those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court
17 if Final Approval of the Settlement is granted.

18 20. Only Participating Class Members may object to the Settlement. In order for any
19 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must do
20 so by mailing a written objection to the Settlement Administrator at the address or phone number
21 provided on the Class Notice no later than the Response Deadline.

22 21. Participating Class Members may (though are not required to) appear at the Final
23 Fairness and Approval Hearing, either in person, virtually, or through the objector’s own counsel.

24 22. If a Class Member submits both an Objection and a Request for Exclusion, the
25 Request for Exclusion will control and the Objection will be overruled.

26 23. All papers filed in support of final approval, including supporting documents for
27 attorneys’ fees and costs, shall be filed by October 15, 2023.

28 24. The deadline for Class Counsel and Defendants’ Counsel to file responses to

1 objections, as well as the deadline to file the Settlement Administrator’s final report is December 1,
2 2023.

3 25. A Final Fairness and Approval Hearing shall be held with the Court on December
4 14, 2023 at 10:00 a.m. in Department 6 of the above-entitled Court to determine: (1) whether the
5 proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court;
6 (2) the amount of attorneys’ fees and costs to be awarded to Class Counsel; (3) the amount of service
7 award to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and
8 (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

9 26. Within seven (7) calendar days after payment of the full Gross Settlement Amount
10 and Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement
11 Administrator shall distribute all payments due from the QSA, as specified in this Agreement and
12 approved by the Court, for: (1) the Service Award to Plaintiff; (2) the Attorneys’ Fees and Costs
13 Award to be paid to Class Counsel; (3) the Settlement Administrator Costs; (4) the LWDA Payment;
14 (5) Individual PAGA Payments; and Individual Settlement Payments, less applicable taxes and
15 withholdings. All interest accrued shall be for the benefit of the Class Members and distributed on
16 a *pro rata* basis to Participating Class Members based on the number of Workweeks worked by
17 them in the Class Period.

18 27. Participating Class Members will receive an Individual Settlement Payment and
19 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement Payment
20 and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and
21 eighty (180) calendar days after the date of their issuance. Within seven (7) calendar days after
22 expiration of the 180-day period, checks for such payments shall be canceled and funds associated
23 with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to
24 Code of Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue plus accrued
25 interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted to Legal
26 Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104, the *cy pres*
27 recipient, for use in Los Angeles County.

28 ///

1 **IT IS SO ORDERED.**

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3 Dated: _____

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4 **Elihu M. Berle**
Judge of the Superior Court

5 Elihu M. Berle / Judge

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EXHIBIT A

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

Pineda v. Grand Life, Inc., et al.

(County of Los Angeles, California Superior Court Case No. 21STCV28066)

As a current or former non-exempt, hourly-paid California employee of Grand Life, Inc., and Ju Hyun Alvarado-Mawn, you are entitled to receive money from a class action settlement.

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

You have received this Notice of Class Action Settlement because the records of Grand Life, Inc., and Ju Hyun Alvarado-Mawn (collectively, the “Defendants”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all current and former non-exempt, hourly-paid employees who worked in California for Defendants at any time during the period from July 30, 2017 through January 6, 2023 (“Class Period”).

- The settlement is to resolve a class action lawsuit, *Pineda v. Grand Life, Inc., et al.*, pending in the Superior Court of California for the County of Los Angeles, Case Number 21STCV28066 (the “Lawsuit”), which alleges that Defendants: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof; (5) failed to pay all wages due upon separation from employment; (6) failed to issue accurate and compliant wage statements; (7) failed to timely pay wages; and (8) engaged in unfair competition within the meaning of Business and Professions Code section 17200. Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys’ General Act (“PAGA”).
- On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time from from July 26, 2020 through January 6, 2023, ("PAGA Period") as a non-exempt, hourly-paid employee of Defendants, as well, then you will be deemed an “Aggrieved Employee” and you will

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Apex Class Action, about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for December 14, 2023 at 10:00 a.m. in Department 6 of the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at 10:00 a.m, on December 14, 2023, in the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 6. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants’ records show that you currently work, or previously worked, for Defendants as a non-exempt, hourly-paid employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Erika Arellano Pineda was a non-exempt, hourly-paid employee of Defendant. She is the “Plaintiff” in this case and is suing on behalf of herself and Class Members for Defendants’ alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay all wages due upon separation from employment, failure to issue accurate and compliant wage statements, failure to timely pay wages and engaged in unfair competition within the meaning of Business and Professions Code section 17200.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys’ General Act (“PAGA”).

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Defendants deny all the allegations made by Plaintiff and deny that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$150,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$6,290.00; (2) a service award of up to \$7,500.00 to Plaintiff Erika Arellano Pineda for her time and effort in pursuing this case, and in exchange for a broader release of claims against Defendants; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, amounts to \$52,500.00; (4) up to \$25,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$10,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$7,500.00, will be paid to the LWDA and twenty-five percent (25%), or \$2,500.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$48,710.00 will be available for distribution to Class Members ("Net Settlement Amount").

The Gross Settlement Amount is based on Defendants' representation that there were no more than 5,000 Workweeks during the Class Period. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 5%, or 250 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 5,000 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$150,000.00) by 5,000, which amounts to a Workweek Value of \$30.00. Thus, for example, should there be 6,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$30,000.00. ((6,000 Workweeks – 5,000 Workweeks) x \$30.00 per Workweek.).

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Defendants in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$2,500.00 allocated as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each Aggrieved Employee during the PAGA Period.

Defendant's records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Workweeks] Workweeks during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to Legal Aid at Work, the *cy pres* recipient, for use in the County of Los Angeles.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

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

Effective only upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

Release by Participating Class Members: For the duration of the Class Period, Plaintiff and all Participating Class Members release any and all claims, rights, demands, damages, liabilities and causes of action (along with related claims and all associated penalties), in law or in equity, arising at any time during the Class Period and that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure to provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all wages due upon separation from employment; (6) all claims for failure to issue accurate and compliant wage statements; (7) all claims for failure to pay timely wages; (8) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint.

Release by Aggrieved Employees: For the duration of the PAGA Period, Plaintiff, Aggrieved Employees and, to the extent permitted by law, the State of California, the release includes for the duration of the PAGA Period, all claims that were or reasonably could have been asserted based on the facts alleged in the PAGA Notice and the Operative Complaint.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

“Released Parties” means Defendants and each of their past, present, and future respective subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and company-sponsored employee benefit plans of any nature and their successors and predecessors in interest, including all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must reasonably communicate that you wish to be excluded from the Settlement and must include your name, address, and email address or telephone number. Sign, date and fax, email or mail your written request for exclusion to the address below.

Apex Class Action
[Mailing Address]

Your written request for exclusion must be mailed to the Administrator not later than November 15, 2023.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, the last four digits of your Social Security Number, your signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than November 15, 2023. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don’t submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for December 14, 2023 at 10:00 a.m. in the Department 6 of the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://my.lacourt.org/laccwelcome>. You may also retain an attorney to represent you at the Hearing at your own expense.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

BIBIYAN LAW GROUP, P.C.

David D. Bibiyani (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Iona Levin (SBN 294657)

iona@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Department 6 of the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.org/casesummary/ui/>.

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

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 8484 Wilshire Boulevard, Suite 500, Beverly Hills, California 90211.

On August 23, 2023, I caused a true and correct copy of the following document(s) described as: **FIRST AMENDED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT AND CERTIFYING CLASS FOR SETTLEMENT PURPOSES ONLY** to be served by electronic transmission via Case Anywhere to the parties and/or counsel who are registered to use Case Anywhere as well as by electronic transmission to the below referenced electronic e-mail addresses as set forth in the below service list:

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Attorneys for Defendant Grand Life, Inc.

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

Executed on August 23, 2023 at Beverly Hills, California.

/s/ Jennifer Echeverria
Jennifer Echeverria