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7 Attorneys for Plaintiff, MONICA G. LOZANO,
8 on behalf of herself and all others similarly situated
and aggrieved

FILED
Superior Court of California
County of Los Angeles
12/18/2024
David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

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

12
13 MONICA G. LOZANO, an individual and on
14 behalf of all others similarly situated and
aggrieved,

15
16 Plaintiff,

17 v.

18 LECC BERG FEINFIELD EYE CENTERS,
19 LLC, a California limited liability company;
and DOES 1 through 100, inclusive,

20
21 Defendants.

LEAD CASE NO.: 22STCV40646
(*Related Case No. 23BBCV02359*)

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

~~SECOND AMENDED [PROPOSED]~~
**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

1 This Court, having considered the Motion of plaintiff Monica G. Lozano (“Plaintiff”) for
2 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations
4 of Brandon M. Chang, David D. Bibiyan, Plaintiff and Sean Hartranft, the Class and PAGA
5 Settlement (the “Settlement,” “Settlement Agreement” or “Agreement”), the proposed Notice of
6 Proposed Class Action Settlement and Date for Final Approval Hearing (“Class Notice”), and other
7 documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS,**
8 **ADJUDGES AND DECREES THAT:**

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

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
12 Class Members” or “Class Members”) for the purpose of settlement only: all persons currently or
13 formerly employed by defendant LECC Berg Feinfield Eye Centers, LLC (“Defendant”), either
14 directly or through any subsidiary, staffing agency, or professional employer organization, including
15 but not limited to any parent, subsidiary, affiliated, or related entities, as non-exempt, hourly-paid
16 employees in the State of California during the period from December 28, 2018, through April 27,
17 2024 (“Class Period”).

18 3. The Court preliminarily appoints the named plaintiff Monica G. Lozano as Class
19 Representative, and David D. Bibiyan and Vedang Patel of Bibiyan Law Group, P.C., as Class
20 Counsel.

21 4. The Court preliminarily approves the proposed class settlement upon the terms and
22 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
23 settlement appears to be within the range of reasonableness of settlement that could ultimately be
24 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
25 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
26 probable outcome of further litigation relating to liability and damages issues. It further appears that
27 extensive and costly investigation and research has been conducted such that counsel for the parties
28 at this time are reasonably able to evaluate their respective positions. It further appears to the Court

1 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
2 delay and risks that would be presented by the further prosecution of the Action. It further appears
3 that the settlement has been reached as the result of intensive, non-collusive and arms-length
4 negotiations utilizing an experienced third-party neutral.

5 5. The Court approves, as to form and content, the Class Notice that has been submitted
6 herewith and attached hereto as Exhibit 1.

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

11 7. The Court hereby preliminarily approves the definition and disposition of the Gross
12 Settlement Amount of \$275,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent
13 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement
14 Agreement, amounts to \$96,250.00, in addition to actual costs incurred of up to \$25,000.00; service
15 award of up to \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$5,400.00,
16 and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of \$10,000.00, of
17 which \$7,500.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA")
18 and \$2,500.00 (25%) to "Aggrieved Employees," defined as Class Members working for Defendant
19 as hourly-paid, non-exempt employees during the period between January 6, 2022 through April 27,
20 2024 ("PAGA Period") in the State of California.

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

23 9. Class Member's "Workweek" shall mean any week during which a Class Member
24 was employed by and worked for the Defendant in a non-exempt, hourly position during the Class
25 Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as
26 applicable).

27 10. Defendant represents that there are no more than 6,643 Workweeks during the Class
28 Period (December 28, 2018, through April 27, 2024). In the event the number of Workweeks during

1 the Class Period increases by more than 10%, or an additional 665 Workweeks, then Defendant
2 shall increase the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an
3 11% increase in the number of workweeks during the Class Period, Defendant agrees to increase
4 the Gross Settlement Amount by 1%); (2) elect to end the Class Period on the date to the number of
5 workweeks reaches 7,308 Workweeks (6,643 Workweeks + 665 Workweeks).

6 11. The Court deems Apex Class Action Administration (“Apex” or “Settlement
7 Administrator”), the settlement administrator, and payment of administrative costs, not to exceed
8 \$5,400.00 out of the Gross Settlement Amount for services to be rendered by Apex on behalf of the
9 class.

10 12. Not later than December 30, 2024, Defendant will simultaneously deliver the Class
11 Data to the Administrator, in the form of a Microsoft Excel spreadsheet. Class Data means Class
12 Member identifying information in Defendant’s custody, possession, or control, including the Class
13 Member’s (1) name; (2) last known address(es); (3) last four (4) digits of the last known Social
14 Security Number(s); and (4) the dates of employment (i.e., hire dates, and, if applicable, re-hire
15 date(s) and/or separation date(s)).

16 13. To protect Class Members’ privacy rights, the Administrator must maintain the Class
17 Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose,
18 and restrict access to the Class Data to Administrator employees who need access to the Class Data
19 to effect and perform under the Agreement. Defendant has a continuing duty to immediately notify
20 Class Counsel if it discovers that the Class Data omitted class member identifying information and
21 to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension
22 of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and
23 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
24 any issues related to missing or omitted Class Data.

25 14. Before mailing any checks, the Settlement Administrator must update the recipients’
26 mailing addresses using the National Change of Address Database.

27 15. Using best efforts to perform as soon as possible, and in no event later than January
28 15, 2025, the Administrator will send to all Class Members identified in the Class Data, via first-

1 class United States Postal Service (“USPS”) mail, the Class Notice, with Spanish translation.

2 16. “Response Deadline” means March 14, 2025 and shall be the last date on which Class
3 Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email,
4 or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent
5 after having been returned undeliverable to the Administrator shall have an additional 15 days
6 beyond the Response Deadline has expired.

7 17. Class Members who wish to exclude themselves from (opt-out of) the Class
8 Settlement must send the Administrator, by fax, email or mail, a signed written Request for
9 Exclusion ~~à ÁÆI ÆÉ È~~ ~~not later than 45 days after the Administrator mails the Class Notice (plus an additional~~
10 ~~15 days for Class Members whose Class Notice is re-mailed)~~. A Request for Exclusion is a letter
11 from a Class Member or his/her representative that reasonably communicates the Class Member’s
12 election to be excluded from the Settlement and includes the Class Member’s name, address and
13 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,
14 emailed or postmarked by the Response Deadline.

15 18. Every Class Member who does not submit a timely and valid Request for Exclusion
16 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and
17 bound by all terms and conditions of the Settlement Agreement, including the Participating Class
18 Members’ Releases under Paragraphs 5.2 and 5.4 of the Settlement Agreement, regardless whether
19 the Participating Class Member actually receives the Class Notice or objects to the Settlement.

20 19. Each Class Member shall have ~~45 days after the Administrator mails the Class Notice~~
21 ~~(plus an additional 15 days for Class Members whose Class Notice is re-mailed)~~ to challenge the
22 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
23 Class Notice. The Class Member may challenge the allocation by communicating with the
24 Administrator via fax, email, or mail. ~~FJ æÁU æ ç-Á @æÁ Á [ç] Á | Á æ æÁ æÁ | | ç æÁ ÁÆI ÆÉ È~~

25 20. Only Participating Class Members may object to the class action components of the
26 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or
27 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
28 and/or Class Representative Service Payment. Class Members who worked during the PAGA Period

1 are not permitted to object to the Released PAGA Claims or any portion of the Settlement pertaining
2 to the Released PAGA Claims. Participating Class Members may send written objections to the
3 Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in
4 Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
5 Hearing. A Participating Class Member who elects to send a written objection to the Administrator
6 must do so ~~not later than 45 days after the Administrator's mailing of the Class Notice (plus an~~
7 ~~additional 15 days for Class Members whose Class Notice was re-mailed).~~

8 21. If a Class Member submits both an Objection and a Request for Exclusion, the
9 Request for Exclusion will control and the Objection will be overruled.

10 22. ~~Before the date by which Plaintiff is required to file the Motion for Final Approval~~
11 ~~of the Settlement,~~ the Administrator will provide to Class Counsel and Defense Counsel, a
12 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
13 obligations under the Agreement, including, but not limited to, its mailing of Class Notice, the Class
14 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
15 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
16 number of written objections and attach the Exclusion List.

17 23. By March 28, 2025, the Settlement Administrator shall provide to Class Counsel and
18 Defense Counsel a declaration suitable for filing in Court attesting to its due diligence and
19 compliance with all of its obligations under the Agreement, including, but not limited to, its mailing
20 of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices,
21 attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it
22 received (both valid or invalid), the number of written objections, and attach the Exclusion List.

23 24. All papers filed in support of final approval, including supporting documents for
24 attorneys' fees and costs, shall be filed by February 14, 2025.

25 25. A Final Approval Hearing shall be held with the Court on April 9, 2025, at 10:00
26 a.m. in Department 6 of the above-entitled Court to determine: (1) whether the proposed settlement
27 is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of
28 attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award to the

1 Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the amount
2 to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

3 26. Participating Class Members will receive an Individual Settlement Payment.
4 Individual Settlement Payment checks shall remain valid and negotiable for one hundred and eighty
5 (180) calendar days after the date of their issuance. Thereafter, checks for such payments shall be
6 canceled and funds associated with such checks shall be transmitted to the California Controller's
7 Office, Unclaimed Property Fund.

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9 **IT IS SO ORDERED.**



Elihu M. Berle

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11 Dated: FGF DECI

Elihu M. Berle / Judge
Judge of the Superior Court

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EXHIBIT 1

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

Monica Lozano v. LECC Berg Feinfield Eye Centers, LLC,
(County of Los Angeles, California Superior Court Case No. 22STCV40646)

As a current or former non-exempt, hourly-paid California employee of LECC Berg Feinfield Eye Centers, LLC, 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 LECC Berg Feinfield Eye Centers, LLC (“Defendant”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all persons currently or formerly employed by Defendant either directly or through any subsidiary, staffing agency, or professional employer organization, including but not limited to any parent, subsidiary, affiliated, or related entities, as non-exempt, hourly-paid employees in the State of California during the period December 28, 2018, through April 27, 2024 (“Class Period”).

- The settlement is to resolve a class action lawsuit, *Monica Lozano v. LECC Berg Feinfield Eye Centers, LLC*, pending in the Superior Court of California for the County of Los Angeles, Case Number 22STCV40646 (the “Lawsuit”), alleging causes of action against Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation; (6) failure to provide accurate wage statements; (7) failure to timely pay wages; (8) failure to indemnify for business expenses; (9) failure to pay interest on deposits; (10) failure to pay unused vested vacation time (violation of Labor Code Section 227.3); and (11) engaging 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. Defendant vigorously denies 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 January 6, 2022 through April 27, 2024 ("PAGA Period") as a non-exempt, hourly-paid employee of Defendant, as well, then you

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

	<p>will be deemed an “Aggrieved Employee” and you will 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.</p>
<p>OBJECT TO THE SETTLEMENT</p>	<p>If you do not opt out, you may write to the Settlement Administrator, Apex Class Action Administration, 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 April 9, 2025, at 10:00 a.m. in Department 6 of the Los Angeles County Superior Court, located at 312 N Spring St. Los Angeles CA 90012.</p>

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at 10:00 a.m. on April 9, 2025, in the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 N Spring St. 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?

Defendant’s records show that you currently work, or previously worked, for Defendant as a non-exempt, hourly-paid employee in the State of California 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?

Monica G. Lozano 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 Defendant’s 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, failure to provide accurate wage statements, failure to timely pay wages, failure to indemnify for business expenses, failure to pay interest on deposits, failure to pay unused vested vacation time, 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]

Defendant denies 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 Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$275,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$5,400.00; (2) a service award of up to \$7,500.00 to Plaintiff Monica G. Lozano for her time and effort in pursuing this case; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounts to \$96,250.00; (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 \$ [REDACTED] will be available for distribution to Class Members ("Net Settlement Amount").

Defendant represents that there are no more than 6,643 Workweeks during the Class Period (December 28, 2018, through April 27, 2024). In the event the number of Workweeks during the Class Period increases by more than 10%, or an additional 665 Workweeks, then Defendant shall increase the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of workweeks during the Class Period, Defendant agrees to increase the Gross Settlement Amount by 1%); (2) elect to end the Class Period on the date to the number of workweeks reaches 7,308 Workweeks (6,643 Workweeks + 665 Workweeks).

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 Defendant 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 [REDACTED] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [REDACTED] Workweeks during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [REDACTED] and your estimated payment as an Aggrieved Employee would be [REDACTED]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than March 14, 2025. Please include any documentation you have that you contend supports your dispute.

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

Questions? Contact the Settlement Administrator toll free at [REDACTED]

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 the California Controller's Office, Unclaimed Property Fund.

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 Defendant to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and fund 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, 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 all claims that were alleged or reasonably could have been alleged based on the facts stated 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; (6) all claims for failure to provide accurate wage statements; (7) all claims for failure to timely pay wages; (8) all claims for failure to indemnify business expenses; (9) all claims for failure to pay interest on deposits; (10) all claims for failure to pay unused vacation time; and (11) all claims asserted through California Business & Professions Code section 17200, et seq., arising out of the Labor Code violations referenced in the Class Action Operative Complaint.

Release by Aggrieved Employees: For the duration of the PAGA Period, the State of California and all 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 PAGA Operative Complaint and the PAGA Notice, including, claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, et seq., 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

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

“Released Parties” means Defendant and all its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, including but not limited to Berg Feinfeld Vision Correction Corporation.

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 include your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date and fax, email or mail your written request for exclusion to the address below.

[Settlement Administrator]

[Mailing Address]

[Fax Number]

[Email Address]

To be valid, your written request for exclusion must be timely faxed, emailed, or postmarked to the Administrator not later than March 15, 2025.

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 fax, email, or mail, stating why you object to the Settlement. Your written objection must provide your name, address, 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 March 14, 2025. 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 April 9, 2025, at 10:00 a.m. in the Department 6 of the Los Angeles County Superior Court, located at 312 N Spring St. 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.

Additional Information

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

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. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

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 Los Angeles County Superior Court, located at 312 N Spring St. 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/>

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,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

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