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John G. Yslas (SBN 187324)  
john.yslas@wilshirelawfirm.com  
Diego Aviles (SBN 315533)  
diego.aviles@wilshirelawfirm.com  
Harry Erganyan (SBN 333091)  
harry.erganyan@wilshirelawfirm.com  
Mariam Nazaretyan (SBN 334154)  
mariam.nazaretyan@wilshirelawfirm.com  
Emily K. Borman (SBN 303180)  
emily.borman@wilshirelawfirm.com  
Courtney M. Miller (SBN 327850)  
courtney.miller@wilshirelawfirm.com  
**WILSHIRE LAW FIRM, PLC**  
660 S. Figueroa Street, Sky Lobby  
Los Angeles, California 90017  
Telephone: (213) 381-9988  
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO**

JASON SAMPSON, individually, and on behalf  
of all others similarly situated,  
  
*Plaintiff,*  
  
v.  
  
LETTER RIDE, LLC, a California limited  
liability company; and DOES 1 through 10,  
inclusive,  
  
*Defendants.*

Case No.: 37-2023-00051773-CU-OE-CTL

*[Assigned for All Purposes to the Hon.  
Marcella O. McLaughlin, Dept. C-72]*

**REVISED [PROPOSED] ORDER  
GRANTING PLAINTIFF'S MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION AND PAGA  
SETTLEMENT**

Preliminary Approval Hearing:  
Date: January 16, 2026  
Time: 9:30 a.m.  
Dept: C-72

Action Filed: November 27, 2023

**FILED** B.D.  
Clerk of the Superior Court

**MAR 03 2026**

By: B. Delgado, Deputy

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiff Jason Sampson’s (“Plaintiff”) Motion for Preliminary  
3 Approval of Class Action and PAGA Settlement (“Motion”), the Declaration of John G. Yslas,  
4 the Declaration of Jason Sampson, and the Class Action and PAGA Settlement Agreement  
5 (“Settlement Agreement”), and good cause appearing, the Court finds and HEREBY ORDERS  
6 THE FOLLOWING:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to  
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.  
9 The Court grants preliminary approval of the Settlement and the Settlement Class based on the  
10 terms set forth in the Settlement Agreement between Plaintiff and Defendant Letter Ride, LLC  
11 (“Defendant”), attached to the Declaration of John G. Yslas in Support of Plaintiff’s Motion for  
12 Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**.

13 2. The Settlement falls within the range of reasonableness of a settlement which  
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,  
15 subject only to any objections that may be raised at the Final Approval Hearing and final  
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of  
17 \$370,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)  
18 a \$15,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of  
19 which (\$11,250.00) will be paid to California’s Labor & Workforce Development Agency and  
20 25% of which (\$3,750.00) will be paid to Aggrieved Employees; (c) Class Representative  
21 Service Payment of up to \$5,000.00 to Plaintiff; (d) Class Counsel’s attorneys’ fees not to  
22 exceed one third (1/3) of the Gross Settlement Amount (currently estimated to be \$123,333.33)  
23 and up to \$37,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e)  
24 Settlement Administration Costs of up to \$13,990.00.

25 3. The Court preliminarily finds that the terms of the Settlement appear to be within  
26 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and  
27 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair  
28 and reasonable to the Class Members when balanced against the probable outcome of further

1 litigation relating to class certification, liability and damages issues, and potential appeals; (2)  
2 significant informal discovery, investigation, research, and litigation have been conducted such  
3 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;  
4 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented  
5 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as  
6 the result of intensive, serious, and non-collusive negotiations between the Parties with the  
7 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds  
8 that the Settlement Agreement was entered into in good faith.

9 4. A final fairness hearing on the question of whether the proposed Settlement,  
10 attorneys' fees and costs to Class Counsel, payment to the California's Labor & Workforce  
11 Development Agency for its share of the settlement of claims for penalties under the Private  
12 Attorneys General Act, and the Class Representative Service Payment should be finally  
13 approved as fair, reasonable and adequate as to the members of the Class is hereby set in  
14 accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class  
16 (the "Class"): "all persons who worked for Defendant in California as an hourly-paid non-  
17 exempt employee at any time during the Class Period."

18 6. "Class Period" means the period from November 27, 2019, through June 16,  
19 2025, subject to Defendant's option to shorten the Settlement Class Period to avoid triggering  
20 the Escalator Clause.

21 7. The Court finds, for settlement purposes only, that the Settlement Class meets the  
22 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the  
23 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions  
24 of law and fact that are common, or of general interest, to all Settlement Class Members, which  
25 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the  
26 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect  
27 the interests of the Settlement Class Members; and (5) a class action is superior to other  
28 available methods for the fair and efficient adjudication of the controversy.

1           8.     The Court appoints as Class Representative, for settlement purposes only,  
2 Plaintiff Jason Sampson. The Court further preliminarily approves Plaintiff's ability to request  
3 an incentive award of up to \$5,000.00.

4           9.     The Court appoints, for settlement purposes only, John G. Yslas, Diego Aviles,  
5 Harry Erganyan, Mariam Nazaretyan, Emily K. Borman, and Courtney M. Miller of Wilshire  
6 Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's  
7 ability to request attorneys' fees of up to one third (1/3) of the Gross Settlement Amount  
8 (currently estimated to be \$123,333.33), and litigation costs not to exceed \$37,000.00.

9           10.    The Court appoints Apex Class Action LLC as the Settlement Administrator with  
10 reasonable administration costs estimated not to exceed \$13,990.00.

11           11.    The Court approves, as to form and content the Class Notice, attached hereto as  
12 **Exhibit A**. The Court finds on a preliminary basis that plan for distribution of the Notice to  
13 Settlement Class Members satisfies due process, provides the best notice practicable under the  
14 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

15           12.    The Parties are ordered to carry out the Settlement according to the terms of the  
16 Settlement Agreement.

17           13.    Any Class Member who does not timely and validly request exclusion from the  
18 Settlement may object to the Settlement Agreement.

19           14.    The Court orders the following Implementation Schedule:

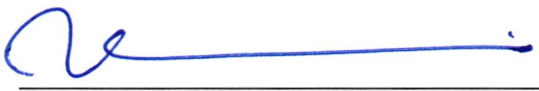
Event	Timing
<b>Class Data:</b> Last day for Defendant to provide Class Data to the Administrator	10 days after the Court grants Preliminary Approval of the Settlement
<b>Class Notice:</b> Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data

<p><b>Response Deadline:</b> Last day for Class Members to submit written objections, challenges to workweeks and/or pay periods, and requests for exclusion</p>	<p>45 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)</p>
<p><b>Filing Deadline:</b> Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Class Representative Service Payment to Plaintiff</p>	<p>16 court days before the Final Approval Hearing</p>
<p>Final Approval Hearing</p>	<p>May 15, 2026, at 9:30 a.m. in Dept. C-72 of the above-referenced Court.</p>

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

**IT IS SO ORDERED.**

DATE: March 3, 2026

  
 HON. MARCELLA O. MCLAUGHLIN  
 JUDGE OF THE SUPERIOR COURT

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

*Sampson v. Letter Ride, LLC*  
*San Diego Superior Court Case No. 37-2023-00051773-CU-OE-CTL*

I am over 18 years of age and not a party to this action. My business address is 660 S. Figueroa Street, Sky Lobby, Los Angeles, California 90017. My electronic service address is catherine.griffin@wilshirelawfirm.com.

On January 19, 2026, I served the following documents: **REVISED [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** on all interested parties as follows:

J. Rod Betts (SBN 098912)  
Nora J. Steinhagen (SBN 338969)  
**QUARLES & BRADY LLP**  
101 West Broadway, Suite 1500  
San Diego, California 92101-8285

*Counsel for Defendant*  
*LETTER RIDE, LLC*

rod.betts@quarles.com  
nora.steinhagen@quarles.com

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the person(s) at the electronic service address(es) listed above using One Legal.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor & Workforce Development Agency Online Filing Site.

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

Executed on January 19, 2026, at Los Angeles, California.

  
\_\_\_\_\_  
Catherine M. Griffin

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# EXHIBIT A



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<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
<b>EXCLUDE YOURSELF</b>	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
<b>OBJECT</b>	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
<b>CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS</b>	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

**BASIC INFORMATION**

**1. WHY AM I RECEIVING THIS NOTICE?**

Defendant’s records indicate that you worked for Defendant at some point(s) between November 27, 2019 and June 16, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Actions, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members’ claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under PAGA. If you are a Class Member, you may also be an “Aggrieved Employee” if you worked for Defendant during the “PAGA Period,” which is November 27, 2022 through June 16, 2025.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator’s contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

1 The Court in charge of the Actions is the San Diego County Superior Court, and the case is titled,  
2 *Jason Sampson v. Letter Ride, LLC*, Case No. 37-2023-00051773-CU-OE-CTL and *Jason Sampson*  
3 *v. Letter Ride, LLC*, Case No.37-2024-00005107-CU-OE-CTL. The person who sued, Jason  
4 Sampson, is the Plaintiff, and the company sued, Letter Ride, LLC is the Defendant.

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10 **2. WHAT IS THE LAWSUIT ABOUT?**

11 The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) Failure to  
12 Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide  
13 Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final  
14 Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to  
15 Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and  
16 (9) Unfair Business Practices. In addition, Plaintiff is seeking to recover civil penalties pursuant to  
17 PAGA (“PAGA Penalties”) based on the alleged violations of the California Labor Code listed  
18 above. Defendant denies Plaintiff’s claims and denies any wrongdoing.

19  
20  
21  
22 **3. WHY IS THIS A CLASS ACTION?**

23 In an employment class action, one or more people called “Class Representatives” (in this case, the  
24 Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers  
25 are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money,  
26 time and court resources. The court resolves the issues for all Class Members, except for those who  
27 exclude themselves from the Class.

28 **4. WHY IS THERE A SETTLEMENT?**

The Court has not decided in favor of the Plaintiff or Defendant on the merits of the claims alleged  
in the lawsuit. Plaintiff believes he would win at trial. Defendant thinks that Plaintiff’s lawsuit would  
not proceed to a trial and that Plaintiff would not win at trial. However, there has been no trial.  
Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties  
have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and  
conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged  
violations receive compensation. The Settlement represents a compromise and settlement of highly  
disputed claims. The Plaintiff, as well as Plaintiff’s lawyers (called “Class Counsel”), believes the  
Settlement is fair and reasonable and in the best interests of all Class Members.

**WHO IS INCLUDED IN THE SETTLEMENT?**

**5. WHO IS INCLUDED IN THE SETTLEMENT?**

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: All  
employees of Defendant who were classified as non-exempt and worked within the State of  
California at any time from November 27, 2019 and June 16, 2025.

**6. ARE THERE EXCEPTIONS TO BEING INCLUDED?**

1 You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether  
2 by settlement or a separate legal proceeding (i.e., another lawsuit).

## 3 4 **THE SETTLEMENT BENEFITS—WHAT YOU GET**

### 5 **7. WHAT DOES THE SETTLEMENT PROVIDE?**

6  
7 Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$370,000.00 to settle the  
8 lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of up to one-third  
9 of the GSA (currently \$123,333.33) and up to \$37,000.00 in costs; a Class Representative Service  
10 Payment of \$5,000.00 to Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA  
11 Penalties payment of \$15,000.00 to resolve the PAGA claims; and Settlement Administration Costs  
12 to Apex Class Action, not to exceed \$13,990.00. The exact amount of the Class Counsel’s Fees and  
13 Litigation Expenses, Class Representative Service Payment, and Administration Costs will be  
14 determined by the Court at the Final Approval hearing. The remaining portion of the Settlement  
15 amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately  
16 \$XXXXXXX. The NSA will be apportioned and paid out as Individual Class Payments to the  
17 Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”)  
18 of the Settlement.

14 PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the  
15 Court to approve a \$15,000.00 PAGA Penalties payment in settlement of claims for civil penalties  
16 under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$11,250.00, will  
17 be paid to the California Labor and Workforce Development Agency. The remaining 25% of the  
18 PAGA Penalties payment, or \$3,750.00, will be distributed to the Aggrieved Employees as Individual  
19 PAGA Payments.

### 19 **8. HOW MUCH WILL MY PAYMENT BE?**

20 An approximation of your Individual Class Payment appears on the first page of this Notice. If you  
21 are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also  
22 appear on the first page of this Notice.

23 Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you  
24 worked, as represented in Defendant’s records, in comparison to the total number of Workweeks  
25 worked by all Class Members during the Class Period (November 27, 2019 and June 16, 2025).  
26 Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as a payment  
27 in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by  
28 the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class  
Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20%  
allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and  
reported on a Form W-2.

1 **Individual PAGA Payment:** If you worked for Defendant from is November 27, 2022 through June  
2 16, 2025 (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual  
3 PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are  
4 based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to  
5 the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA  
6 Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will  
be characterized as penalties and will not be reduced by payroll tax withholdings and deductions.  
The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator.  
An approximation of your anticipated Individual PAGA Payment appears on the first page of this  
Notice.

7 For the Class Members who are also Aggrieved Employees, their Individual Class Payment will  
8 be combined with their Individual PAGA Payment, and they will receive a single check for the  
9 combined payments. If a Class Member chooses to opt-out of the Settlement, they will still  
10 receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA  
11 portion of the Settlement under California law.

## 12 HOW YOU GET A PAYMENT

### 13 9. HOW DO I RECEIVE A PAYMENT?

14 **You do not need to do anything to receive a payment.** However, if you believe that the number of  
15 Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any  
supporting evidence to the settlement Administrator, whose contact information is listed in Section  
12 below.

### 16 10. WHEN WOULD I GET MY PAYMENT?

17 The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the  
18 Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It  
19 is always uncertain when these objections and appeals can be resolved and resolving them can take  
20 time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the  
Court’s Order granting final approval.

21 Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be  
22 mailed to Participating Class Members and Aggrieved Employees approximately 30 days after the  
Court’s approval of the Settlement becomes final so long as there are no appeals.

23 **Settlement checks should be cashed promptly upon receipt.** Proceeds of checks which remain  
24 uncashed after 180 days from the date of issuance will be forwarded to the California Controller's  
25 Unclaimed Property Fund in the name of the Class Member. You can search for unclaimed property  
on the State’s website at: [https://www.sco.ca.gov/search\\_upd.html](https://www.sco.ca.gov/search_upd.html)

26 If your settlement check is lost or misplaced, you should contact the Settlement Administrator  
27 immediately to request a replacement.

1 For an update on the status of payments, please contact the Settlement Administrator (see Section  
2 12).

3 **11. WHAT AM I GIVING UP TO GET A PAYMENT?**

4 If the Court approves this Settlement and unless you exclude yourself, you will become a  
5 Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any  
6 other lawsuit against Defendant concerning the legal claims being resolved in this Settlement.  
7 Specifically, you will be giving up or “releasing” the Released Class Claims described below against  
8 Defendant and its officers and directors, and all of Defendant’s shareholders, members, agents,  
9 predecessors, successors, owners, and assigns (“Released Parties”). The releases become effective  
10 once the GSA is fully funded by Defendant.

11 **Released Class Claims:** The “Released Class Claims” are all claims, rights, demands, liabilities,  
12 and causes of action, in law or in equity, arising at any time during the Class Period for the claims  
13 brought by Plaintiff in the Operative Class Complaint, or that could have been brought by Plaintiff  
14 against Defendant in the Operative Class Complaint based on the facts alleged therein.

15 **Released PAGA Claims:** If you an Aggrieved Employee (i.e. if you worked for Defendant during  
16 the PAGA Period), you will also release all claims for civil penalties that were alleged or could have  
17 been alleged in the Operative PAGA Complaint and the PAGA Notice based on the facts alleged  
18 therein during the PAGA Period.

19 **EXCLUDING YOURSELF FROM THE SETTLEMENT**

20 **12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?**

21 To exclude yourself from the Settlement, you must send the Settlement Administrator a written and  
22 signed request for exclusion which must be postmarked no later than [45 days after Class Notice is  
23 Mailed]. Be sure to include your name, address, and telephone number, and any other information  
24 you think would be helpful to the settlement Administrator to identify you. You can send your request  
25 for exclusion to the settlement Administrator at:

26 [ADMINISTRATOR]  
27 *Sampson v. Letter Ride, LLC Settlement*  
28 XXXXX  
City, State, XXXXX  
Email:

29 If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens  
30 in the Actions, except as it relates to settlement of the PAGA claim. If you ask to be excluded from  
31 the Settlement you will not be able to object to the Settlement and you will not receive an Individual  
32 Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant  
33 during the PAGA Period (November 27, 2022 through June 16, 2025). If you ask to be excluded,  
34 you may be able to sue (or continue to sue) Defendant in the future.

1 **13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING**  
2 **LATER?**

3 No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this  
4 Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately.  
5 You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion  
6 deadline is [45 days after Class Notice is Mailed].

7 **14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?**

8 No. If you exclude yourself, you will not receive any money from this Settlement. However, if you  
9 timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action  
10 against Defendant, if you desire.

11 **THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT**

12 **15. DO I HAVE A LAWYER IN THIS CASE?**

13 The Court has determined that Wilshire Law Firm is qualified to represent you and the Class  
14 Members in the lawsuit. These lawyers are called Class Counsel and their contact information is  
15 listed below. If you want to be represented by your own lawyer, you may hire one at your own  
16 expense.

17 John G. Yslas  
18 [john.yslas@wilshirelawfirm.com](mailto:john.yslas@wilshirelawfirm.com)  
19 Diego Aviles (SBN 315533)  
20 [diego.aviles@wilshirelawfirm.com](mailto:diego.aviles@wilshirelawfirm.com)  
21 Harry Erganyan (SBN 333091)  
22 [harry.erganyan@wilshirelawfirm.com](mailto:harry.erganyan@wilshirelawfirm.com)  
23 Mariam Nazaretyan (SBN 334154)  
24 [mariam.nazaretyan@wilshirelawfirm.com](mailto:mariam.nazaretyan@wilshirelawfirm.com)  
25 Lisa B. Iturriaga  
26 [lisa.iturriaga@wilshirelawfirm.com](mailto:lisa.iturriaga@wilshirelawfirm.com)  
27 **WILSHIRE LAW FIRM**  
28 660 S. Figueroa St., Sky Lobby  
Los Angeles, California 90017  
Telephone: (213) 381-9988  
Facsimile: (213) 381-9989

29 **16. HOW WILL THE LAWYERS BE PAID?**

30 Class Counsel will ask the Court to approve up to one-third of the GSA (currently \$123,333.33) for  
31 attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement.  
32 Class Counsel will also seek Court-approval of up to \$37,000.00 in litigation expenses incurred in

1 this matter. The Court may award Class Counsel less than what they request. Class Counsel will also  
2 ask the Court to approve payment to Plaintiff Jason Sampson in the amount of \$5,000 in addition to  
3 Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time  
4 and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may  
5 award the Class Representative less than what is requested.

## 6 **OBJECTING TO THE SETTLEMENT**

7 You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

### 8 **17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?**

9 If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can  
10 either object to the Settlement in person at the Final Approval Hearing or you can submit a written  
11 objection. Written objections and notices of intent to appear at the Final Approval Hearing must  
12 be mailed to the Settlement Administrator and postmarked on or before [REDACTED], at the  
13 following address:

14 **[ADMINISTRATOR]**

15 *Sampson v. Letter Ride, LLC Settlement*

16 **XXXXX**

17 **City, State, XXXXX**

18 **Email:**

19 The written objection should state your name and address and describe all legal and factual reasons  
20 that you object to the terms of the Settlement. You should also include or attach any documents  
21 upon which your objection is based. If the Court overrules the objection at the Final Approval  
22 hearing, the Settlement Agreement will be approved, and you will receive your payment. If you  
23 do not submit a written objection, you may still appear at the Final Approval hearing to voice your  
24 objection or to otherwise observe the proceedings.

### 25 **18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?**

26 Objecting is simply telling the Court that you do not agree with something about the Settlement. You  
27 can object only if you stay in the Class.

28 Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude  
yourself, you have no basis to object because the case no longer affects you, and you do not get any  
money from this Settlement. If you submit both an objection and a request to be excluded from the  
settlement, the request to be excluded will control and you will not get any money from this  
settlement.

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You  
may attend and you may ask to speak, but you don't have to.

1 **19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

2 The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED] in Department C-72 of  
3 the San Diego County Superior Court located at 330 W. Broadway, San Diego, CA 92101 to  
4 determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If  
5 there are objections, the Court will consider them at that time. The Court will also be asked to approve  
6 the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation  
7 Expenses Payments.

7 **20. DO I HAVE TO COME TO THE HEARING?**

8 No. Class Counsel will answer questions the Court may have. However, you are welcome to attend.  
9 If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed  
10 your written objection to the settlement administrator on time, the Court will consider it. You may  
11 also pay your own lawyer to attend, but it is not necessary.

12 **IF YOU DO NOTHING**

13 **21. WHAT IF I DO NOTHING AT ALL?**

14 If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of  
15 Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part  
16 of any other lawsuit against the Defendant about the legal issues in the Actions.

17 **GETTING MORE INFORMATION**

18 **22. HOW DO I GET MORE INFORMATION?**

19 You may contact Class Counsel at the contact information listed above in Section 15 if you have any  
20 questions about the Settlement. You may also contact the Court-appointed Settlement Administrator,  
21 Apex Class Action, by calling toll free 1-800 [REDACTED], or you can write to the Administrator at  
22 the following address:

23 **[ADMINISTRATOR]**

*Sampson v. Letter Ride, LLC Settlement*

**XXXXX**

**City, State, XXXXX**

**Email:**

26 **PLEASE DO NOT TELEPHONE THE COURT OR LETTER RIDE, LLC'S COUNSEL FOR**  
27 **INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU**  
28 **MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT**  
**ADMINISTRATOR, LISTED ABOVE.**