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FILED
 Superior Court of California
 County of Sacramento
07/21/2025
 T. Shaddix, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

ALEXIS T. BROWN, individually, and on behalf of
 all others similarly situated,

Plaintiff,

vs.

PARATRANSIT, INC., a California corporation;
 and DOES 1 through 10, inclusive,

Defendants

Case No.: 23CV003960

CLASS AND REPRESENTATIVE ACTION

[Assigned for All Purposes to the Honorable Jill Talley, Department 23]

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

[Filed with Plaintiff's Notice of Motion and Memorandum of Points and Authorities, the Declaration of Kane Moon, the Declaration of Plaintiff Alexis T. Brown, and the Declaration of Lisa Mullins]

PRELIMINARY APPROVAL HEARING:

Date: July 18, 2025

Time: 9:00 a.m.

Dept.: 23

Reservation #: A-03960-002

Complaint Filed: June 29, 2023

FAC Filed: September 19, 2023

Trial Date: Not Set

The Court, having considered Plaintiff Alex T. Brown’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA Settlement, the accompanying Memorandum of Points and Authorities, the supporting declarations and attachments thereto, and good cause appearing,

1. The Court grants preliminary approval of the proposed Settlement and the Class based upon the terms set forth in the Class Action and PAGA Settlement Agreement (the “Settlement Agreement” or “Settlement”) attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable, and therefore, meets the requirements for preliminary approval. The Court also preliminarily finds that the terms of the Settlement Agreement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable law.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant Paratransit, Inc. (“Defendant”) (together with Plaintiff, the “Parties”) agreed to create a common, non-reversionary gross fund of at least \$264,999.00 (the “Gross Settlement Amount”), and in addition to Defendant’s employer’s payroll taxes owed on the wage portions of Individual Class Payments, to cover (a) Individual Class Payments to Participating Class Members; (b) Administration Expenses Payment of up to \$15,000.00; (c) a PAGA Penalties of \$20,000.00 for settlement of claims for civil penalties under the Private Attorneys General Act, Labor Code Sections 2698, *et seq.* (“PAGA”), and distributed as 25% (\$5,000.00) to the Aggrieved Employees and 75% (\$15,000.00) to the California Labor and Workforce Development Agency (the “LWDA”); (d) the Class Representative Enhancement Payment of up to \$7,500.00 to Plaintiff; (e) Class Counsel Fees Payment to Class Counsel, not to exceed one-third of the Gross Settlement Amount (currently estimated to be \$88,333.00); and (f)

1 and Class Counsel Litigation Expenses Payment for reimbursement of actual costs to Class
2 Counsel not to exceed \$25,000.00.

3 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
4 reasonable to the Class Members when balanced against the probable outcome of further litigation
5 relating to class certification, liability and damages issues, and potential appeals; (2) extensive
6 discovery, investigation, research, and litigation have been conducted such that counsel for the
7 respective Parties at this time are able to reasonably evaluate their respective positions; (3)
8 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
9 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result
10 of serious, informed, adversarial, and arms-length negotiations between the Parties. Accordingly,
11 the Court preliminarily finds that the Settlement Agreement was entered into in good faith and
12 meets the requirements for preliminary approval.

13 4. A final approval hearing on the question of whether the proposed Settlement
14 Agreement, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the
15 PAGA Penalties, and the Class Representative Enhancement Payment to Plaintiff should be finally
16 approved as fair, reasonable, and adequate as to the members of the Class is hereby set in
17 accordance with the Implementation Schedule set forth below.

18 5. The Court provisionally certifies, for settlement purposes only, the following class
19 (the “Class,” “Class Members,” or “Settlement Class Members”): all persons who worked for
20 Defendant as non-exempt employees in the State of California at any time during the Class Period.
21 The “Class Period” means the period from October 10, 2021 to May 18, 2025. Excluded from the
22 Class are all Class Member who submit timely, proper and/or code-compliant exclusion requests
23 to the Settlement Administrator.

24 6. The Court provisionally certifies, for settlement purposes only, the following
25 individuals (the “Aggrieved Employees”): all persons who worked for Defendant as non-exempt
26 employees in the State of California at any time during the PAGA Period. The “PAGA Period”
27 means the period from June 24, 2022 to May 18, 2025.

28 7. Release of Claims. Effective on the date when Defendant fully funds the entire Gross

1 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
2 Payments, and the Court enters a Judgment on its order granting final approval of the Settlement, Plaintiff,
3 Class Members, and Class Counsel will release claims against all Released Parties as follows (Settlement,
4 ¶ 5.):

5 a. **Released Parties.** Defendant Paratransit, Inc., as well as Defendant's present and former
6 owners, officers, shareholders, directors, agents, members, managers, employees, attorneys, insurers,
7 parent companies, successors, affiliates or subsidiaries, and assigns. (*Id.* at ¶ 1.39.)

8 b. **Plaintiff's Release.**

9 1) **Scope of Plaintiff's Release.** Plaintiff and her former and present
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
11 release and discharge Released Parties from any and all claims, rights, demands, liabilities, and
12 causes of action, whether known or unknown, arising from, or related to the Plaintiff's
13 employment with or separation from Defendant through the Release Period, including a
14 California Civil Code Section 1542 waiver: (*Id.* at ¶ 5.1.1.)

15 2) **Plaintiff's Waiver of Rights Under California Civil Code § 1542.**
16 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
17 rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads: A general
18 release does not extend to claims that the creditor or releasing party does not know or suspect
19 to exist in his or her favor at the time of executing the release, and that if known by him or her
20 would have materially affected his or her settlement with the debtor or Released Party. (*Id.* at ¶
21 5.1.2.)

22 c. **Release by Participating Class Members:** The claims released by Class
23 Members, other than those who submit requests for exclusion (the "Released Class Claims")
24 are all claims that were alleged, or reasonably could have been alleged, based on the facts stated
25 in the Operative Complaint in the Lawsuit during the Class Period. The Released Parties shall
26 include Defendant, as well as Defendant's present and former owners, officers, shareholders,
27 directors, agents, members, managers, employees, attorneys, insurers, parent companies,
28 successors, affiliates or subsidiaries, and assigns. (*Id.* at ¶ 5.2.)

1 d. **Release by Class Members Who Are Aggrieved Employees:** Plaintiff and
2 Aggrieved Employees release the PAGA claims asserted pled in the Operative Complaint and
3 the PAGA Notice, or that could have been reasonably pled based on the factual allegations pled
4 in the Operative Complaint and the PAGA Notice, on behalf of all hourly non-exempt persons
5 employed by Defendant in California for the PAGA Period. (*Id.* at ¶ 5.3.)

6 8. The Court, for purposes of this Preliminary Approval Order, refers to all terms and
7 definitions as set forth in the Settlement.

8 9. The Court preliminarily finds, for settlement purposes only, that the Class meets
9 the requirements for certification under California Code of Civil Procedure section 382 in that:
10 (1) the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that
11 are common, or of general interest, to all Class Members, which predominate over individual
12 issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class
13 Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class
14 action is superior to other available methods for the fair and efficient adjudication of the
15 controversy.

16 10. The Court preliminarily appoints, for settlement purposes only, Plaintiff as the
17 "Class Representative." The Court approves, on a preliminary basis, payment of a Class
18 Representative Enhancement Payment from the Gross Settlement Amount of up to \$7,500.00 to
19 Plaintiff, in addition to the amount Plaintiff is eligible to receive as a Class Member, for initiating
20 the Action and providing services in support of the Action. To the extent the final amount awarded
21 is less than the amount requested, the remainder will be retained in the Net Settlement Amount
22 for distribution to Settlement Class Members.

23 11. The Court preliminarily appoints, for settlement purposes only, Plaintiff's Counsel
24 Moon Law Group, PC as "Class Counsel." The Court approves, on a preliminary basis, Class
25 Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount
26 (currently estimated to be \$88,333.00), as well as reimbursement for actual litigation costs not to
27 exceed \$25,000.00, payable from the Gross Settlement Amount. To the extent actual costs are less
28 and/or the final amounts awarded for fees and/or costs are less than the amounts requested, the

1 remainder will be retained in the Net Settlement Amount for distribution to Participating Class
2 Members.

3 12. The Court preliminarily appoints ILYM Group, Inc. as the “Administrator” with
4 payment, payable the Gross Settlement Amount, for administration costs not to exceed
5 \$15,000.00, except upon a showing of good cause and as approved by the Court. To the extent
6 administration costs are less, the remainder will be retained in the Net Settlement Amount for
7 distribution to Participating Class Members.

8 13. The Administrator shall perform services and duties as provided for in the
9 Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail to Class
10 Members. Class Members shall not be required to submit a claim form in order to receive
11 individual settlement payments.

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

16 15. The obligations set forth in the Settlement Agreement are deemed part of this
17 Preliminary Approval Order, and the Parties and the Administrator are ordered to carry out the
18 Settlement Agreement according to its terms and provisions.

19 16. The Court orders the following Implementation Schedule:

20 Defendant to provide the Administrator 21 with the Class Data	Within 21 calendar days after preliminary approval is granted
22 Administrator to mail the Class Notices	Within 14 calendar days after receiving 23 the Class Data
24 Response Deadline for Class Members	Within 60 calendar days after mailing 25 (extended by 14 calendar days for any re-mailed Class Notices)
26 Last Day to File a Motion for Final 27 Settlement Approval	At least 16 court days before the Final Approval Hearing

Final Approval Hearing

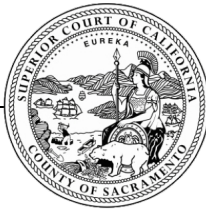
Friday, December 5, 2025 at 9:00 a.m.
in Dept. 23

17. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

18. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement.

IT IS SO ORDERED.

DATED: 07/21/2025



Jill Talley
The Honorable Jill Talley
Judge of the Superior Court, Sacramento County

EXHIBIT A

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

Alexis T. Brown v. Paratransit, Inc., Case No.: 23CV003960

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Paratransit, Inc. (“Paratransit” or “Defendant”) for alleged wage and hour violations. The Action was filed by a former employee, Alexis T. Brown (“Plaintiff”), and seeks payment of (1) back wages and other relief for a class of all persons who worked for Defendant as non-exempt employees (the “Class Members”) in the State of California at any time during the Class Period (from October 10, 2021 to May 18, 2025); and, (2) penalties under the California Labor Code Private Attorneys General Act (“PAGA”) for all persons who worked for Defendant as non-exempt employees (the “Aggrieved Employees”) in the State of California at any time during the PAGA Period (from June 24, 2022 to May 18, 2025).

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

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

The above estimates are based on Defendant’s records showing that you worked [REDACTED] workweeks as a non-exempt employee during the Class Period, and you worked [REDACTED] pay periods as a non-exempt employee during the PAGA Period. If you believe that you worked more workweeks or pay periods as a non-exempt employee during either of the respective periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).</p>
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).</p>
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement except with respect to the PAGA Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
You Can Participate in the Final Approval Hearing	<p>The Court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	<p>The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period as a non-exempt employee, and how many Pay Periods you worked at least one day during the PAGA Period as a non-exempt employee, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked as a non-exempt employee according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to (1) to pay minimum and straight time wages; (2) to pay overtime wages; (3) to provide meal periods; (4) to authorize and permit rest periods; (5) to reimburse necessary business expenses; (6) to timely pay all wages to terminated employees; (7) to furnish accurate itemized wage statements; and by (8) violating California Business and Professions Code section 17200 et seq. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA Claims"). Plaintiff is represented by attorneys in the Action: Moon Law Group, PC ("Class Counsel.")

Defendant denies all liability arising from the Action and is confident it has strong legal and factual defenses to Plaintiff's claims. Defendant contends that, at all relevant times, Defendant properly compensated all employees and fully complied with all applicable laws. Defendant also denies that the Action is appropriate to maintain as a class or representative action. Further, prior to the settlement, the Court granted Defendant adjudication as to Plaintiff's claims of failure to provide meal periods and failure to reimburse necessary business expenses.

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

Plaintiff and Defendant hired an experienced, neutral mediator, to help resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The mediation resulted in the Parties' agreement to settle this matter. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will Pay \$264,999.00 as the Gross Settlement Amount (GSA). Defendant has agreed to deposit the GSA into an account controlled by the Administrator of the Settlement. The Administrator will use the GSA to pay the Individual Class Payments, Individual PAGA Payments, the Class Representative Enhancement Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant has agreed to fund the Gross Settlement Amount in three equal installments: the first payment of \$88,333.00 shall be made by March 15, 2026, or 30 days after the Court's Order finally approving the Settlement, whichever date is later; the second payment of \$88,333.00 shall be made by September 15, 2026, or six months following the date of the first installment payment, whichever date is later; and, the third and final payment of \$88,333.00 shall be made by March 15, 2027, or one year following the date of the first installment payment, whichever date is later. The Parties agree that the Settlement Administrator shall begin distributing settlement payments on a rolling basis as each installment payment is received from Defendant. The Administrator is authorized to issue partial distributions in accordance with the proportionate share of the Gross Settlement Amount received, and shall continue to make subsequent distributions as additional funds are received, until the entire Gross Settlement Amount has been distributed. Within 7 calendar days of each installment by Defendant of the GSA, the Administrator will mail all requisite payments to Class Members, Aggrieved Employees, the LWDA, Class Counsel, and the Administrator.

2. Court Approved Deductions from GSA. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the GSA, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$88,333.00 (1/3% of the GSA) to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$7,500.00 for the Class Representative Enhancement Payment for filing the Action, working with Class Counsel and representing the Class.
- C. Up to \$15,000.00 to the Administrator for services administering the Settlement.
- D. \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA (\$15,000.00) and 25% to Individual PAGA Payments (\$5,000.00) to the Aggrieved Employees based on their PAGA Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the GSA (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Workweeks worked.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report any Individual PAGA Payments and the Non-Wage Portions of the Individual Class Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the California Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Out Request). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a signed letter from a Class Member or his or her authorized representative setting forth a Class Member's name, present address and email address or telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, ILYM, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks to administer the Settlement. The Administrator's contact information is in Section 9 below.

9. Participating Class Members' Release. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of another lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

The claims released by Class Members, other than those who submit requests for exclusion (the "Released Class Claims") are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint in the Lawsuit during the Class Period. The Released Parties shall include Defendant, as well as Defendant's present and former owners, officers, shareholders, directors, agents, members, managers, employees, attorneys, insurers, parent companies, successors, affiliates or subsidiaries, and assigns.

10. Aggrieved Employees' PAGA Release. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees will be barred from asserting PAGA Claims against the Released Parties, including Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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

Plaintiff and Aggrieved Employees release the PAGA claims asserted pled in the Operative Complaint and the PAGA Notice, or that could have been reasonably pled based on the factual allegations pled in the Operative Complaint and the PAGA Notice, on behalf of all hourly non-exempt persons employed by Defendant in California for the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant's Counsel.

5. HOW WILL I GET PAID?

1. Participating Class Members. Following each installment payment by Defendant, the Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., Class Members who don't opt-out) and all Class Members who also qualify as Aggrieved Employees. The single check will combine the Individual Class Settlement Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. Following each installment payment by Defendant, the Administrator will send, by U.S. mail, a single individual share of the PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is eligible as an Aggrieved Employee).

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

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

Submit a written and signed letter with your name, address and email address or telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request and identify the Action as *Alexis T. Brown v. Paratransit, Inc.*, and include your identifying information (full name, address, telephone number) and approximate dates of employment. You must make the request yourself or through an authorized representative. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request for awards of fees, litigation expenses and a service payment to Plaintiff stating (i) the amount Class Counsel is requesting for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; and (ii) the amount Plaintiff is requesting as a Class Representative Enhancement Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for awards of fees, litigation expenses and an enhancement payment to Plaintiff may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, address and email address or telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [redacted] at [redacted] in Department 23 of the Sacramento Superior Court, located at 720 9th St, Sacramento, CA 95814. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the GSA will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend).

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

If you'd like to attend the Final Approval Hearing remotely, you can join via Department 23's Zoom link or phone number:

To join by Zoom link: - <https://saccourt-ca-gov.zoomgov.com/my/sscdept23>

To join by phone: (833) 568-8864 / ID: 16108301121

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [redacted]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Sacramento Superior Court website.

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

Class Counsel:

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Sacramento, CA 95825
Phone: (916) 550-5309

Settlement Administrator:

Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or change your mailing address.

12. WHAT IS A PAGA PENALTY?

The Net Settlement is money paid to settle claims for Participating Class Members. But the PAGA claim is different. PAGA penalties were originally penalties that only the State of California could collect through an enforcement action brought by

the State against an employer. In 2004, the State enacted PAGA, a law that allows employees to try to recover those penalties for the State. Under PAGA, the State agrees to share 25% of its penalties with the affected employees (here, the Aggrieved Employees). The PAGA settlement proposed as part of this Settlement is a settlement of the State’s PAGA claim.