

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN JOAQUIN

LESLIE ORTEGA, Individually and on
Behalf of Others Similarly Situated,

Plaintiff,

vs.

A&A INVESTMENTS AND AUTO
SERVICE, INC.; and DOES 1-50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2022-10434

**NOTICE OF PENDENCY OF CLASS ACTION,
PRELIMINARY APPROVAL OF SETTLEMENT
AND HEARING FOR FINAL APPROVAL**

**IMPORTANT: THIS LEGAL NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT
CAREFULLY. YOU ARE NOT BEING SUED.**

TO: 1) All former non-exempt California employees of Defendant who received commissions, non-discretionary bonuses, and/or other items of compensation and were paid a meal break premium, rest break premium, or for sick time during one or more pay periods from September 6, 2019 through October 6, 2022; and 2) all current and former non-exempt California employees of Defendant who were issued one or more corrected wage statement(s) as part of its attempted cure response to the LWDA dated October 6, 2022.

RE: Notice of settlement of a class action lawsuit for alleged wage and hour violations and announcement of a court hearing that you may choose to attend. You are entitled to receive a payment under the terms of this Class Action Settlement.

YOUR OPTIONS UNDER THIS SETTLEMENT:

DO NOTHING	If you do nothing, you will be included as a member of the class, you will be bound by this Settlement, and you will receive a payment.
OBJECT	You may submit a written objection to the Settlement Administrator, Atticus Administration, LLC, about why you believe that the Settlement is unfair, and they will forward your concerns to the attorneys representing the Settlement Class Members, and the attorney representing the Defendant which will then be provided to the Court. Any objection must be received by March 31 st , 2025. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement.
OBJECT AND GO TO A HEARING	If you submit a written objection about why you believe that the Settlement is unfair, you may also speak to the Court about why you believe that the Settlement is unfair. You or your attorney may also address the Court during the Final Approval Hearing scheduled for July 2 nd , 2025 in Department 11B of the San Joaquin County Superior Court, located at 180 E. Weber Avenue, Stockton, CA 95202. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement.

EXCLUDE YOURSELF

If you wish to be excluded from the Settlement, you must submit a written election not to participate known as an “opt-out” by no later than March 31st, 2025. If you opt-out, you will not be bound by the Settlement and will not receive a payment.

1. WHAT IS THIS LAWSUIT ABOUT?

On November 14, 2022, Plaintiff filed a putative class action in San Joaquin county asserting individual claims and alleging wage-and-hour violations and claims on behalf of a putative class for: (1) failure to furnish accurate itemized wage statements, (2) failure to pay all wages upon separation of employment, in the matter *Leslie Ortega v. A&A Investments and Auto Service, Inc.*, et al., San Joaquin County Superior Court Case No. STK-CV-UOE-2022-10434 (the “Action”);

Plaintiff is represented by Mayall Hurley P.C., which has been appointed by the Court to act as attorneys for the Class (referred to as “Class Counsel”).

In sum, Plaintiff alleges that Defendants failed to do the following with respect to Plaintiff and other current and former non-exempt employees in California: 1) failed to pay wages due at cessation of employment, and 2) failed to furnish accurate itemized wage statements.

Defendant strongly denies liability for all of Plaintiff’s claims and has raised various factual and legal defenses to these claims. Defendant has agreed to the proposed Settlement without any admission of wrongdoing.

The Court has made no determination about the strengths and weaknesses of the claims or contentions of either Plaintiff or Defendant. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims or defenses asserted by either side. There have been ongoing investigations and substantial exchanges of information. As a result of settlement discussions, the Parties reached a class settlement. The Court will decide whether to give Final Approval to this Settlement at the Final Approval Hearing.

2. WHY DID I RECEIVE THIS NOTICE?

The Parties have settled this Class Action Lawsuit. Your employment records indicate that you are a member of the Class. If the Court approves the proposed Settlement, your legal rights may be affected. This Notice, which has been approved by the Court, is only a summary. A more detailed document, called the “Class Action Settlement Agreement and Release”, containing the complete terms of the Settlement, is on file with the Court. 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.

1 **3. WHO IS COVERED BY THE CLASS ACTION AND PROPOSED SETTLEMENT?**

2 **A. Who are the Class Members?**

3 The proposed Settlement covers the claims of certain current and former employees of Defendant
4 (referred to as the "Settlement Class Members" and collectively as the "Settlement Class"). "Settlement
5 Class Member(s)" or "Settlement Class" means and includes: 1) all former non-exempt California
6 employees of Defendant who received commissions, non-discretionary bonuses, and/or other items of
7 compensation and were paid a meal break premium, rest break premium, or for sick time during one or more
8 pay periods from September 6, 2019 through October 6, 2022; and 2) all current and former non-exempt
9 California employees of Defendant who were issued one or more corrected wage statement(s) as part of its
10 attempted cure response to the LWDA dated October 6, 2022.

11 Defendant's records indicate that you are a member of the Settlement Class. Defendant's records
12 indicate that you worked for A&A Investments & Auto Service from <<Employment Start Date>> to
13 <<Employment End Date>>.

14 There are approximately 55 individuals in the Settlement Class.

15 **B. What is the Effect of Membership in the Settlement Class?**

16 If you are a member of the Settlement Class defined above, you are automatically a Participating
17 Settlement Class Member unless you opt-out (i.e., exclude yourself from the Settlement by following the
18 procedures set forth in this Notice). If the Settlement is approved by the Court, you are entitled to payment
19 under the Settlement and will be bound by its terms. Individuals who opt-out will not be bound by the
20 Settlement and will not be eligible to receive a payment.

21 **4. WHAT ARE THE TERMS OF THE SETTLEMENT?**

22 The proposed Settlement was agreed upon between Defendants and Class Counsel after an
23 unsuccessful mediation with Hon. Leslie Holland (Ret.) and subsequent litigation and negotiations. Class
24 Counsel believes that this Settlement, the terms of which are summarized below, is fair, reasonable,
25 adequate, and in the best interests of the Settlement Class.

26 **A. Overall Summary of the Settlement Terms.**

27 Defendants will pay \$60,000.00 to settle the claims of the Settlement Class (referred to as the "Gross
28 Settlement Fund"). The Gross Settlement Fund includes payments to Participating Settlement Class
Members, the fees and costs of the Settlement Administrator, the Class Representative Enhancement
Payment for her service to the Class, and Class Counsel's attorneys' fees and reasonable costs. The
remainder, after deduction of these payments is known as the "Net Settlement Amount."

B. Costs of Claims Administrator.

The Parties have agreed to employ Atticus Administration, LLC to serve as Settlement
Administrator. The Settlement Administrator's fees and costs for administering the Settlement, estimated to
be no more than \$5,000.00, if approved by the Court, will be paid out of the Gross Settlement Fund.

1 **C. Class Representative Enhancement Payment.**

2 Plaintiff Leslie Ortega has been approved by the Court to serve as Class Representative. As Class
3 Representative, she is entitled to payment for her service to the Class. The Parties have agreed, and the
4 Court has preliminarily approved a payment of \$2,500 to Leslie Ortega for her service to the Class.

5 **D. Class Counsel’s Fees and Costs.**

6 Class Counsel are entitled to attorney’s fees and costs for representing the Class. Class Counsel will
7 request attorneys’ fees of one-third of the Gross Settlement Fund, or \$20,000.00, and reimbursement of
8 declared litigation costs of up to \$6,000.00. Defendant does not object to the fees and costs sought by Class
9 Counsel. The Court has preliminarily approved payment to Class Counsel in the amount set forth above.

10 **E. Settlement of Plaintiff’s Individual Claims.**

11 The Parties have agreed to separately settle Plaintiff’s individual claims. This amount was negotiated
12 separately from the Class Claims and will be paid separately from the Gross Settlement Fund.

13 **F. What Can I Expect to Receive in Payment?**

14 Each Participating Settlement Class Member will receive a proportionate share of the remaining Net
15 Settlement Amount equal to: (i) the number of workweeks he or she worked during the Class Period based
16 on the Class List provided by Defendants, divided by (ii) the total number of workweeks worked by any and
17 all Participating Settlement Class Members collectively, during the Class Period based on the same Class
18 List, which is then multiplied by the remaining Net Settlement Amount. Any workweek in which a
19 Settlement Class Member worked at least one day will be counted as a workweek for purposes of this
20 calculation.

21 Defendant’s records indicate that you are a member of the Settlement Class. Its records also indicate
22 that you worked <<# of workweeks>> workweeks during the Class Period.

23 It is estimated that your Individual Settlement Payment will be \$<<Estimated Ind Settlement
24 Payment>>. It will not be possible to know the exact amount of your payment until the Response Deadline
25 has passed and the Settlement Administrator knows the number of Participating Settlement Class Members.

26 For tax purposes, the Individual Settlement Payments will be treated as 100% penalties and will be
27 reported on IRS Form 1099. Nothing in this Notice, or in any of the Settlement documents, is intended to
28 provide any tax advice and you understand that Defendant, Defendant’s counsel, Plaintiff, and Class Counsel
are not giving any tax advice.

5. WHAT AM I GIVING UP IF I DO NOT OPT-OUT OF THE SETTLEMENT?

 If the Settlement is approved, Plaintiff Ortega, and each Participating Settlement Class Member,
release and discharges Defendant and each of their past, present, and/or future, direct, and/or indirect,
officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners,
investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors,
successors, assigns, and joint ventures (“Released Parties”) from the following claims and liabilities (the
“Released Class Claims”):

1 All claims, actions, demands, causes of action, suits, debts, obligations, demands, rights,
2 liabilities, or legal theories of relief, that are based on the facts and legal theories asserted
3 on behalf of the putative class in the operative complaint of the Action, or which relate to
4 the primary rights asserted in the operative complaint on behalf of the putative class,
5 including without limitation claims for: (1) failure to furnish accurate itemized wage
6 statements in violation of Labor Code section 226(a), and (2) failure to pay all wages at
cessation of employment in violation of Labor Code sections 201, 202, and 203. The
period of the Released Class Claims shall be September 6, 2019, through October 6,
2022.

7 **If you do NOT exclude yourself by following the procedures set forth in this Notice and the Court**
8 **approves the proposed Settlement, you will be deemed to have released the aforementioned claims, as**
9 **appropriate, and will receive a payment.**

10 **6. HOW DO I RECEIVE A PAYMENT?**

11 All Settlement Class Members will receive a payment under this Settlement unless they opt-out. If
12 you are a Settlement Class Member and you move or change your address, and you want to receive your
13 payment at your new address, you must send a notice of your change of address to the Settlement
14 Administrator Atticus Administration, LLC, PO Box 64053, Saint Paul, MN 55164, (888) 651-4850,
AAInvestmentsSettlement@atticusadmin.com.

15 **7. WHAT ARE MY RIGHTS AND OPTIONS?**

16 If you are a Settlement Class Member as defined above, you have the following rights and options
17 under the proposed Settlement:

18 **A. Participate in the Settlement, be represented by Class Counsel, and take no action.**

19 If you take no further action, you will be a Participating Settlement Class Member, will be
20 represented by Class Counsel, and will have the right to an Individual Settlement Payment. If the Settlement
is approved by the Court, you will be bound by the terms of the Settlement and, as set forth above, will be
deemed to have released your claims against Defendant. As a Participating Settlement Class Member, you
will not be charged for the services of Class Counsel.

21 **B. Participate in the Settlement but elect to hire your own attorney.**

22 If you do not wish to be represented by Class Counsel, you may hire your own attorney. Your
23 attorney must send a Notice of Appearance to the Settlement Administrator at the address listed below, so
24 that it is received no later than June 17, 2025. You will be responsible for any attorneys' fees and costs
charged by your attorney.

25 **C. Exclude yourself from the Settlement by opting out.**

26 If you are a Settlement Class Member but do not want to participate in the Settlement, you may
27 exclude yourself by opting out. If you choose to opt-out, you will lose any right to participate in the
28 Settlement and you will not be eligible to receive an Individual Settlement Payment. You will be free to
pursue any claims you may have against Defendant on your own behalf, but Class Counsel will not represent
you.

1 In order to opt-out, you must notify the Settlement Administrator, in writing, at the address listed
2 below. In order to be effective, your opt-out must be postmarked or delivered to the Settlement
3 Administrator no later than March 31st, 2025, and must be signed, contain your full name, current home (or
4 mailing address), the last four digits of your Social Security number, and written affirmation of your desire
5 to opt-out containing the following or substantially similar language:

6 “I elect to opt-out of the *Ortega v. A&A Investments and Auto Service, Inc.* Class Action Settlement.
7 I understand that by doing so, I will not be able to participate in the Settlement and will not receive a
8 share of the Settlement.”

9 If you do not comply with these procedures, you will lose any opportunity to exclude yourself from
10 the Settlement, you will be a Participating Settlement Class Member, will be represented by Class Counsel,
11 and will receive an Individual Settlement Payment. If the Settlement is approved by the Court, you will be
12 bound by the terms of the Settlement and, as set forth above, will be deemed to have released your claims
13 against Defendant.

14 **D. Object to the terms of the Settlement.**

15 If you are dissatisfied with the terms of the Settlement, you may object to the Settlement. All
16 objections and supporting papers must (a) clearly identify the case name and number (i.e., *Ortega v. A&A*
17 *Investments and Auto Service Inc., et al.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2022-
18 10434), (b) include your full name, address, telephone number, (c) concisely state the grounds for your
19 objection, including the legal and factual arguments supporting that objection, (d) identify any witness(es)
20 you intend to call to testify at the Final Approval Hearing, (e) provide true and correct copies of any
21 exhibit(s) you intend to offer at the Final Approval Hearing, (f) indicate whether you are represented by
22 counsel and, if so, identify such counsel, (g) indicate whether you would like to appear at the Final Approval
23 Hearing, and (h) be signed. To be timely, your objection must be mailed to the Court and the Settlement
24 Administrator, postmarked on or before March 31st, 2025.

25 You also may, but are not required, to appear and present an argument at the Final Approval Hearing.
26 Objections not timely postmarked or delivered by March 31st, 2025 may not be considered by the Court. If
27 you file an objection that is not timely, or that does not include the information specified above, you may
28 have no right to appear and present any argument at the Final Approval Hearing, subject to the discretion of
the Court. If you file an objection, Plaintiff and Defendant have the opportunity to respond in writing to
your objection no later than seven (7) calendar days before the Final Approval Hearing.

You may be represented by an attorney at the Final Approval Hearing. Any attorney who will
represent an individual objecting to the Settlement must file a Notice of Appearance with the Court and
serve counsel for all parties on or before June 17th, 2025. All objections or other correspondence must state
the name and number of the case – *Ortega v. A&A Investments and Auto Service Inc., et al.*, San Joaquin
County Superior Court Case No. STK-CV-UOE-2022-10434.

1 **8. WHEN IS THE COURT HEARING AND WHAT IS IT FOR?**

2 The Court will hold the Final Approval Hearing in the San Joaquin County Courthouse, 180 E Weber
3 Avenue, Stockton, California, 95202 on July 2nd, 2025, at 09:00 am. in Department 11B, to determine
4 whether the Settlement should be finally approved as fair, reasonable and adequate. The Court will also be
5 asked to approve the fees and costs of the Settlement Administrator, the Class Representative Enhancement
6 Payment, and the fees and costs of Class Counsel. **It is not necessary for you to appear at this hearing to
participate in the Settlement.** If you want to be heard orally in support of or in opposition to the
Settlement, either personally or through Counsel, you must comply with the procedures set forth above.

7 **9. HOW CAN I GET MORE INFORMATION?**

8 The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of
9 the Settlement, you are referred to the Class Action Settlement Agreement and Release. The Class Action
10 Settlement Agreement and Release, as well as the pleadings and other records in this litigation, including
11 Motion for Preliminary Approval, Motion for Final Approval, and Motion for Attorneys' Fees, Costs and
12 Service Payment, are available by accessing the Court docket in this case through the Court's website at
www.sjcourts.org, or by visiting the Clerk of the Court at any time between 8:00 a.m. and 4:00 p.m.,
13 Monday through Friday, excluding Court Holidays, in the Civil Clerk's Office located on the Second Floor
at 180 E Weber Avenue, Stockton, California 95202. You can also find information by visiting the
Settlement Administrator's website at www.AAInvestmentsSettlement.com.

14 If you have questions about the Settlement, you may contact Class Counsel or the Claims
Administrator as follows:

<u>Class Counsel</u>
Vladimir J. Kozina, Esq. William J. Gorham, Esq. Robert J. Wassermann, Esq. Mayall Hurley P.C. 112 S. Church Street Lodi, CA 95240 Telephone: (209) 477-3833
<u>Claims Administrator</u>
Ortega v. A&A Investments and Auto Service Inc., et al. c/o Atticus Administration PO Box 64053 Saint Paul, MN 55164 Telephone: (888) 651-4850 Website: www.AAInvestmentsSettlement.com

25 **PLEASE DO NOT WRITE OR TELEPHONE THE COURT FOR INFORMATION ABOUT THE**
26 **PROPOSED SETTLEMENT OR THIS LAWSUIT.**

27 **THE COURT HAS APPROVED THIS NOTICE.**