

**NOTICE OF CLASS AND PAGA SETTLEMENT AND HEARING DATE FOR COURT APPROVAL**

*Victorio Molina v. Pacific Coast Sightseeing Tours & Charters, Inc., et al.*  
 Superior Court of California, County of Los Angeles, Case No. BC671102

**IF YOU WORKED AS A NON-EXEMPT, HOURLY-PAID EMPLOYEE OF PACIFIC COAST SIGHTSEEING TOURS & CHARTERS, INC. OR MEGABUS WEST, LLC (TOGETHER, THE “COMPANIES”) IN CALIFORNIA FROM JANUARY 24, 2013 TO DECEMBER 16, 2019, YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS AND PAGA SETTLEMENT.**

The Los Angeles County Superior Court approved this Notice. This is not an advertisement. You are not being sued. Your legal rights are affected whether you act or not.

**PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED BY IT.**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT ARE:</b>	
<b>Do Nothing and Receive Your Payment</b>	<p>If you do nothing and the Court grants final approval of the Settlement, you will automatically receive your share of the money from the Settlement and give up your right to sue the Companies for claims released by the Settlement, as further explained in section 16.</p> <p>According to the Companies’ records, you worked as a non-exempt, hourly-paid employee in California from January 24, 2013 to December 16, 2019 for «Workweeks» weeks (“Workweeks”). Your estimated gross Individual Settlement Payment is «AdjustedAmount».</p> <p>If you were offered and accepted \$1,000.00 under the individual settlement campaign of the Companies, the above amount will be reduced by the \$1,000.00 and you will receive the balance. If the \$1,000.00 that you were offered and accepted exceeds the amount set forth above, you will not receive an Individual Settlement Payment.</p> <p>You will also receive an Individual PAGA Payment which is estimated to be «PAGA_Amount».</p> <p>Please see section 11 for an explanation of how the above estimated shares were calculated.</p>
<b>Opt Out or Exclude Yourself</b>	<p>If you do not want to participate in the Settlement, you may opt out. To opt out from the Settlement, you must submit a written request for exclusion to the Settlement Administrator, by February 29, 2020. See section 18 for instructions on how to submit a valid request. If you opt out from the Settlement, you will not have the right to object, appeal, or comment on the Settlement.</p> <p>Even if you opt out or exclude yourself from the Settlement, you will still receive an Individual PAGA Payment.</p>
<b>Object</b>	<p>If you do not think the Settlement is fair and do not opt out, you may object to the Settlement. To do so, you must mail a written statement of objection to the Settlement Administrator, by February 29, 2020. See section 19 for instructions on how to submit a valid objection. You cannot object if you have excluded yourself from the Settlement.</p>

YOUR RIGHTS AND OPTIONS ARE EXPLAINED IN THIS NOTICE

**1. Why did I get this notice?**

A settlement has been reached between the parties in a lawsuit titled *Victorio Molina v. Pacific Coast Sightseeing Tours and Charters, Inc., et al.*, Los Angeles Superior Court Case No. BC671102. The settlement is on behalf of all non-exempt, hourly-paid employees who worked for the Companies in California during the period from January 24, 2013 to December 16, 2019 (“Class” or “Class Members”). You are receiving this Notice because the Companies’ records indicate you may be a Class Member. This Notice explains the nature of the lawsuit, the proposed Settlement, and your legal rights to receive payment from the Settlement, object to the Settlement, or exclude yourself from the Settlement.

**2. What is a class action?**

In a class action, individuals known as plaintiffs (in this case, *Victorio Molina*) sue on behalf of, and seek to be representative of, other employees who might have similar claims. One court resolves the issues for everyone in the class, except for people who opt out of the class.

**3. What is a PAGA action?**

PAGA stands for the Labor Code Private Attorneys General Act of 2004, codified in California Labor Code § 2968 et seq. PAGA is a law that allows Plaintiff to stand in the shoes of the State of California and attempt to recover penalties on the State’s behalf and on behalf of those employees whom Plaintiff claims were “aggrieved” by the Companies’ alleged violation of wage and hour laws. Plaintiff alleges the Companies violated wage and hour laws between January 24, 2016 to December 16, 2019, as described in section 4, and he seeks penalties (“PAGA Penalties”) for this time period.

**4. What is the lawsuit about?**

On August 4, 2017, Plaintiff initiated a class action against the Companies. The action alleges various wage-and-hour claims (“Wage-and-Hour Claims”) including alleged failure to pay minimum, regular, overtime, and doubletime wages; failure to provide meal periods; failure to provide paid rest periods; failure to timely pay wages during employment and at termination/separation; failure to provide accurate wage statements; failure to pay split shift premiums; failure to reimburse business expenses, failure to maintain accurate pay records; unfair business practices under California Business & Professions Code § 17200; and penalties under PAGA. Plaintiff alleges these claims in his individual capacity, as class representative, and as PAGA representative.

**5. What is the Companies’ response to the lawsuit?**

The Companies deny all allegations in the lawsuit and assert they did not violate the law and have no liability for any of the alleged claims.

**6. Has the Court decided who is right?**

No. The Court has not decided whether the lawsuit has merit. By establishing the Class and approving this notice, the Court is not suggesting the lawsuit has merit.

**7. Why is there a Settlement?**

Both sides conducted detailed investigations and analysis of the facts and law. Plaintiff believes his claims have merit; the Companies strongly disagree. The lawsuit involves many unresolved factual and legal issues, and the outcome is uncertain. The parties participated in extensive settlement discussions, with the help of an experienced mediator, which resulted in the Amended Joint Settlement Agreement (“Settlement Agreement,” or “Settlement”), attached as Exhibit 1 to the Second Supplemental Declaration of Haik Hacopian in Support of Plaintiff’s Motion for Preliminary Approval of Settlement. By agreeing to the

Settlement, the Parties avoid the costs, risks, and uncertainty of trial and the Class Members can receive a financial payment and benefit.

**8. Who qualifies for payments under the Settlement?**

All current and former non-exempt, hourly-paid employees of the Companies who worked in California during the time period from January 24, 2013 to December 16, 2019 (“Class” or “Class Members”) qualify for Individual Settlement Payments under the Settlement. Those Class Members who worked for the Companies in California during the period of January 24, 2016 to December 16, 2019 also qualify for an Individual PAGA Payment. Section 11 below explains how these payments are calculated.

**9. What does the Settlement provide?**

Without admitting any wrongdoing, the Companies agreed to pay an aggregate amount of up to \$1,250,000 (the "Gross Settlement Fund") to resolve the lawsuit and release the Released Claims, subject to a credit for payments they already paid to Class Members under their individual settlement campaign. The Gross Settlement Fund will be used to pay the following, subject to final approval of the Court:

- All individual settlement payments (including PAGA payments) to Class Members;
- Payment to the Settlement Administrator for the costs of administrating the notice process and Settlement, estimated not to exceed \$25,000 (“Settlement Administration Costs”);
- Payment to Plaintiff for his service as a class and PAGA representative and for agreeing to a general release of his claims, in an amount not to exceed \$7,500 (“Service Award”);
- Payment to Class Counsel for attorneys’ fees in an amount not to exceed \$416,666.67, or one-third of the Gross Settlement Fund (“Class Counsel Attorneys’ Fees”);
- Payment to Class Counsel for litigation costs and expenses in an amount not to exceed \$35,000 (“Class Counsel Litigation Cost and Expenses”); and
- Payment of penalties pursuant to the Private Attorneys General Act, in the amount of \$50,000 (“PAGA Payment”), of which 75% (or \$37,500) will be paid to the California Labor & Workforce Development Agency and 25% (or \$12,500) will be distributed to the Class Members pursuant to the terms of the Settlement.

The “Net Settlement Fund” is the amount to be distributed to Class Members and is calculated as the Gross Settlement Fund minus Settlement Administration Costs, Service Award, Class Counsel Attorneys’ Fees, Class Counsel Litigation Cost and Expenses, and PAGA Payment.

**10. Who can participate in the Settlement?**

Class Members will receive a pro rata share of the Net Settlement Fund based on the number of weeks they worked between January 24, 2013 and December 16, 2019 (“Class Period”). Class Members who worked for the Companies between January 24, 2016 to December 16, 2019 (“PAGA Period”) will also receive a pro rata share of the PAGA Penalties based on the number of weeks they worked during that time period. Class Members who opt out of the Settlement will not be bound by the Settlement and will not receive any monetary benefit from the Settlement, or be able to object, appeal, or comment on the Settlement; however, they will still receive their portion of the PAGA Penalties, if they qualify, and be bound by the release as it relates to PAGA claims.

**11. How will my share be calculated?**

If you do nothing, you will receive payments under the Settlement.

Your pro rata share of the Net Settlement Fund (“Individual Settlement Payment”) will be based on the number of weeks that you worked (“Workweeks”) during the Class Period and will be calculated as follows:

- The Settlement Administrator will allocate one (1) point to each workweek worked by non-drivers and four (4) points to each workweek worked by drivers to arrive at the total workweek point allocation. It will add the total workweek point allocation to the additional point allocations generated by the subparagraphs below to arrive at the total point allocation. The Settlement Administrator will then divide the Net Settlement Amount by the total point allocation to determine the monetary value of each point. The value of each point shall then be multiplied by the number of points allocated to each Class Member to determine each Class Member's "Initial Share."
  - Class Members whose employment ended during the period beginning January 24, 2014 to December 16, 2019 will be allocated an additional 0.25 points for each workweek worked, up to a maximum of 6 additional points credit to compensate them for their waiting time penalty claims.
  - Class Members employed during the period beginning January 24, 2016 to December 16, 2019 will be allocated an additional 0.50 points for each workweek worked to compensate them for their wage statement penalty claims.

Your estimated Individual Settlement Payment, based on the formula described above, is «AdjustedAmount» and is based on «Workweeks» Workweeks during the Class Period.

**PLEASE NOTE:** To the extent you were offered and accepted the sum of one thousand dollars (\$1,000.00) under the Companies' individual settlement campaign, the above estimated Individual Settlement Payment will be reduced by the \$1,000.00 and you will receive the balance. If the \$1,000.00 that you accepted exceeds the amount set forth above, you will not receive an Individual Settlement Payment under this Settlement. Also note that the amount set forth above is only an estimate and it is possible that your final Individual Settlement Payment may calculate to more or less than this amount.

Taxation of your Individual Settlement Payment will be as follows: Twenty Five Percent (25%) shall be allocated to wages (to be reported on IRS Form W-2). The remaining Seventy-Five Percent (75%) shall be allocated to interest and penalties (to be reported on IRS Form 1099). Each Individual Settlement Payment will be subject to reduction for the employee's and employer's share of payroll taxes, contributions, and withholdings with respect to the wages portion thereof.

Your *pro rata* share of the PAGA Penalties ("Individual PAGA Payment") will be based on your Workweeks and will be calculated as follows:

- The PAGA Penalties amount payable to Class Members of \$12,500 will be divided by the total number of Workweeks worked by all Class Members during the PAGA Period to yield the "PAGA Weekly Rate."
- Your Workweeks will be multiplied by the PAGA Weekly Rate to yield your Individual PAGA Payment.

Your estimated Individual PAGA Payment, based on the formula described above, is «PAGA\_Amount». You will receive this sum even if you exclude yourself from the Settlement.

Taxation of your Individual PAGA Payment will be as follows: One hundred percent (100%) will be considered penalties and paid without reduction for payroll taxes, contributions, or withholdings.

## **12. How are Workweeks Determined and how do I dispute the Workweeks attributed to me?**

A Class Member will be given credit only for weeks the Class Member actively worked for the Companies in California as a non-exempt, hourly-paid employee during the applicable time period. The weeks worked will be rounded up or down to the nearest full week. The Settlement Administrator initially calculated Workweeks based on the Companies' payroll records. Class Members can dispute the Workweeks

attributed to them by mailing a Workweek Dispute to the Settlement Administrator at the address listed in Section 23, by February 29, 2020.

To be valid, the Workweek Dispute must contain your name, address, last four digits of Social Security Number, and telephone number. It must also include the case name and number (Victorio Molina v. Pacific Coast Sightseeing Tours and Charters, Inc., et al., Los Angeles Superior Court Case No. BC671102), your start and end dates of employment, your signature, the number of Workweeks you contend is correct, and any documentation that support your contention. Absent clear evidence submitted establishing otherwise, Defendants' records shall presumptively control. Any dispute shall be resolved by the Settlement Administrator with the assistance of Settlement Class Counsel and Defense Counsel. The Settlement Administrator's decision shall be final.

### **13. When will I get my payment?**

The Court will hold a hearing on April 21, 2020, at 1:45 p.m., to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals if anyone objects. It is always uncertain when these objections and appeals will be resolved, and resolving them can take time. To check the progress of the Settlement, call the Settlement Administrator at 1-888-531-0167. Please be patient.

Uncashed Checks: All checks for payments under this Settlement shall remain valid and negotiable for 180 days from the date of their issuance. Any checks not cashed during the 180 day period after distribution shall be void, and the Settlement Class Member's release set forth herein shall remain valid. The Settlement Administrator shall pay over the amount represented by the checks, in addition to interest accrued from the date the settlement is funded by Defendants until the date the class member payments become non-negotiable, to Chrysalis. Chrysalis is a 501(c)(3) non-profit corporation selected by the Parties and which describes itself as "a non-profit organization dedicated to creating a pathway to self-sufficiency for homeless and low-income individuals by providing the resources and support needed to find and retain employment" ([www.changelives.org](http://www.changelives.org)).

Your payment is expected to be mailed to the address where you received this Class Notice. **If your mailing address changes for any reason, you must promptly notify the Settlement Administrator to ensure that your payment is mailed to the correct address.**

### **14. How much will Plaintiff Molina be paid?**

Subject to Court approval, Plaintiff Molina will receive a up to \$7,500 for his services in prosecuting and litigating the lawsuit and agreeing to general release of claims.

### **15. How will Class Counsel be paid?**

Class Counsel will recover their fees in an amount to be approved by the Court of up to \$416,666.67, or one-third of the Gross Settlement Fund, as reasonable compensation for the work Class Counsel performed in the lawsuit and will continue to perform through finalization of the Settlement. Class Counsel will also be reimbursed for litigation costs and expenses of up to \$35,000. Both the attorneys' fees and costs, if approved by the Court, will be paid from the Gross Settlement Fund. Class Counsel has been prosecuting the lawsuit on behalf of Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation cost and expenses.

### **16. What am I giving up if I am part of the Settlement?**

If you do not opt out of the Settlement pursuant to the procedure described in section 18, you will be subject to the terms of the Settlement. Upon full funding of the Gross Settlement Amount by Defendants, Class Members who do not opt out will be deemed to have released the Released Parties from the Released Claims.

- Released Parties means the Companies and all of their present and former officers, directors, employees, agents, attorneys, insurers, successors, assigns, parent companies, affiliates, subsidiaries, divisions, and members, and any individual or entity that could be jointly liable with the Companies.
- Released Claims means any and all claims for wages, damages, unpaid costs, penalties, liquidated damages, benefits, fringes, interest, attorney fees, costs, restitution, or equitable relief, which Plaintiff and Class Members had, or may claim to have, against any of the Released Parties, arising out of the facts, circumstances, and primary rights during the Class Period as set forth in the lawsuit, including (1) failure to pay wages, including minimum, regular, overtime, and double time wages as set forth by applicable law including any applicable local wage ordinances; (2) failure to provide legally-compliant meal periods or compensation/premiums in lieu thereof; (3) failure to provide legally-compliant rest breaks or compensation/premiums in lieu thereof; (4) failure to pay all wages timely during employment and upon termination; (5) failure to comply with recordkeeping requirements and provide accurate itemized wage statements, (6) failure to reimburse business expenses; (7) failure to pay split shift premiums; (8) violation of Business and Professions Code Section 17200 et seq; and (9) penalties, including PAGA penalties.
- If you do not opt out of this Settlement, you will be barred from pursuing the Released Claims against the Released Parties in any proceeding including the following lawsuits: (1) *Nina Thomas v. Pacific Coast Sightseeing Tours & Charters, Inc.*, Los Angeles County Superior Court Case No. BC647593, filed on January 24, 2017; (2) *Luis Lozano v. Pacific Coast Sightseeing Tours and Charters, Inc.*, Orange County Superior Court Case No. 30-2017-00945466-CU-OX-CXC, filed on September 21, 2017; (3) *Jose Nava v. Pacific Coast Sightseeing Tours & Charters, Inc.*, Los Angeles County Superior Court Case No. BC685681, filed on December 4, 2017; (4) *Tat Mark v. Pacific Coast Sightseeing Tours and Charters, Inc.*, Orange County Superior Court Case No. 30-2018-01024719-CU-OE-CTL, filed on October 11, 2018; (5) *Richard Gulley, Stephanie Shy, Ebony Smith v. Pacific Coast Sightseeing Tours & Charters, Inc.*, Los Angeles County Superior Court Case No. 19STCV14306, filed on April 25, 2019. You may access court records in these cases in the manner described in Paragraph 24.

### **YOUR RIGHTS AND OPTIONS**

#### **17. OPTION #1: DO NOTHING.**

If you do nothing, you will be subject to the Settlement. If the Court grants final approval of the Settlement, you will release the Released Parties from the Released Claims, as described in section 16 above, and you will be issued payment under the Settlement.

#### **18. OPTION #2: OPT OUT OF THE SETTLEMENT**

You may opt out of the Settlement by submitting a timely and valid written request for exclusion. You must serve the written request via mail by February 29, 2020 to the Settlement Administrator at *Molina v. Pacific Coast Sightseeing Tours & Charters Class Action Settlement c/o CPT Group, Inc.*, 50 Corporate Park, Irvine, California 92606.

The request will be valid only if it is timely and contains your name, address, telephone number, last four digits of your Social Security number, start and end dates of employment, the case name and number (*Victorio Molina v. Pacific Coast Sightseeing Tours & Charters, Inc., et al.*, Los Angeles Superior Court Case No. BC671102), and your signature. The name and last four digits of the Social Security number so provided must match Defendants' records.

Any Class Member who submits a valid request for exclusion will not be entitled to an Individual Settlement Payment, will not be bound by the Settlement or have the right to object, appeal or comment on the Settlement, and will not release the Released Claims, except as they relate to PAGA claims. Class Members requesting exclusion will still receive their Individual PAGA Payment to the extent they qualify.

### **19. OPTION #3: OBJECT TO THE SETTLEMENT.**

If you wish to object to the proposed Settlement (or any of its terms) and want the Court to consider your objection at the Final Approval Hearing, you must follow the procedure in this section. You can only object if you do not opt out of the Settlement.

A Class Member who wishes to object to the Settlement must, **by February 29, 2020**, serve via mail on the Settlement Administrator at *Molina v. Pacific Coast Sightseeing Tours & Charters Class Action Settlement* c/o CPT Group, Inc., 50 Corporate Park, Irvine, California 92606, a written statement objecting to the Settlement. You may also appear and orally object to the Settlement at the Final Approval Hearing and your objection will be deemed timely. Any Class Member who does not object within the time provided above will be precluded from objecting to the Settlement or appealing it.

A valid written objection must be timely and contain the name, address, last four digits of Social Security Number, and telephone number of the objector. It must also include the case name and number (*Victorio Molina v. Pacific Coast Sightseeing Tours & Charters, Inc., et al.*, Los Angeles Superior Court Case No. BC671102), the objector's start and end dates of employment, the objector's signature, the basis of objection, and a statement indicating whether the objector intends to appear at the Final Approval Hearing. The objector may, at their option, include with their objection any legal briefs, papers or memoranda they wish to submit to the Court, or file such legal briefs, papers or memoranda directly with the Court no later than fifteen (15) days prior to the Final Approval Hearing.

### **20. What will happen at the Final Approval Hearing?**

A Final Approval Hearing will be held on April 21, 2020, at 1:45 p.m. in Department SS-11 of the Los Angeles County Superior Court, located in the Spring Street Courthouse at 312 N. Spring Street, Los Angeles, California 90012. The Court will, among other things, determine: (i) whether the settlement should be given Final Approval as fair, reasonable, adequate, and in the best interests of the Class Members; (ii) the attorneys' fees and costs that should be awarded to Class Counsel; and (iii) the Service Award that should be awarded to Plaintiff for his services in this lawsuit. At the Final Approval Hearing, the Court will hear all properly-filed objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. If you attend the hearing and/or you retain your own separate attorney, it will be at your own expense.

### **21. Should I get my own lawyer in this case?**

The Court has appointed the law firms of Mooradian Law, APC and Moss Bollinger LLP as Class Counsel. Class Counsel represent you and the Class. You also have the right to hire an attorney (at your own expense) to represent you, or to enter an appearance and represent yourself, but it is not required. If you submitted an objection, you do not have to come to Court to talk about it. As long as your written objection is valid, the Court will consider it.

**GETTING MORE INFORMATION**

**22. Who are the attorneys representing the parties?**

Attorneys for the Class are:

Zorik Mooradian  
Haik Hacopian  
**MOORADIAN LAW, APC**  
24007 Ventura Blvd., Suite  
210  
Calabasas, CA 91302  
Telephone: (818) 487-1998  
Facsimile: (888) 783-1030

Dennis F. Moss  
**MOSS BOLLINGER LLP**  
15300 Ventura Blvd, Suite 207  
Sherman Oaks, CA 91403  
Telephone: (310) 773-0323  
Facsimile: (818) 963-5954

Attorneys for the Companies are:

Spencer C. Skeen  
Marlene M. Moffitt  
Tim Johnson  
**OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.**  
4370 La Jolla Village Drive, Suite 990  
San Diego, CA 92122  
Telephone: (858) 652-3100  
Fax: (858) 652-3101

**23. Who is the settlement administrator?**

The Settlement Administrator is CPT Group, Inc. The Settlement Administrator can be contacted at:

Molina v. Pacific Coast Sightseeing Tours & Charters Class Action Settlement  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
Toll Free Number: 1-888-531-0167  
Fax: 1-949-419-3446

**24. How can I get more information?**

If you need more information or have questions, you may:

- Contact Class Counsel (see contact information listed above).
- Contact the Settlement Administrator (see contact information listed above). Please refer to the Molina v. Pacific Coast Sightseeing Tours & Charters, Inc. Class Action Settlement.
- Access the Court’s records at the Court during business hours, or, by accessing the electronic case file on the Court’s website by following these steps (charges may apply to access and/or obtain copies of records): (i) Go to <http://www.lacourt.org>; (ii) Click on "Divisions" tab towards the top of the page; (iii) Find “Civil,” and click on “Access Now”; (iv) Click on “Case Summary” towards the middle of the left side of the page; (v) Enter case number BC67110, and then click "Search;" and (vi) Once on the case page, you can see documents filed, the schedule of upcoming hearings, and other information.

**PLEASE DO NOT CONTACT THE COURT, THE COMPANIES OR ANY OF THEIR MANAGERS, OR THE COMPANIES’ ATTORNEYS WITH ANY INQUIRIES.**

*The statements in this document are not findings by a court of law. These statements are not an expression of opinion or approval by a judge. This notice is based only on statements by the Parties to this lawsuit. You received this notice to help you decide what steps, if any, to take about this lawsuit.*