

# **EXHIBIT A**

**NOTICE OF CLASS ACTION SETTLEMENT**

*A court authorized this notice. This is not a solicitation.  
This is not a lawsuit against you and you are not being sued.  
However, your legal rights are affected by whether you act or don't act.*

**TO: All individuals employed by Savage Services Corporation (“Savage Services”) in California as hourly non-exempt employees between November 13, 2014 and May 16, 2021.**

The California Superior Court, County of Los Angeles has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Class Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All individuals employed by Savage Services Corporation in California as hourly non-exempt employees between November 13, 2014 and May 16, 2021.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

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### **1. Why Have I Received This Notice?**

Savage Services's records indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described below, from November 13, 2014 to May 16, 2021 (the "Class Period").

A Preliminary Approval Hearing was held on [the date of Preliminary Approval], in the California Superior Court, County of Los Angeles. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

### **2. What Is This Case About?**

The action entitled *Joshua Mendoza v. Savage Services Corporation* was commenced by Plaintiff Joshua Mendoza in the Los Angeles County Superior Court (Case Number 18STCV04798). The action entitled *Omar Rivas, v. Savage Services Corporation* was commenced by Plaintiff Rivas in the Los Angeles County Superior Court (Case Number 19STCV03876). These two actions and another related action were consolidated with the Case Number 18STCV04798 being designated as the lead case. Plaintiff Joshua Mendoza also filed a separate representative PAGA action in the Los Angeles County Superior Court (Case Number 19LBCV00107). Plaintiffs Joshua Mendoza, Randy Williams and Omar Rivas are referred to as "Plaintiffs." Plaintiffs' action against Savage Services seeks damages, restitution, penalties, interests, costs and attorney's fees and other relief based on the following alleged causes of action: 1) failure to pay overtime; 2) failure to provide meal periods; 3) failure to authorize and permit rest periods; 4) failure to pay minimum wage; 5) failure to pay all wages due at the time of termination; 6) failure to pay wages timely during employment; 7) failure to have compliant wage statements; 8) failure to keep requisite payroll records; 9) failure to reimburse business expenses; 10) failure to pay waiting time penalties; 11) violation of the Unfair Competition Law; and 12) violations of the Labor Code Private Attorneys General Act of 2004.

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit.

In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Savage Services; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Savage Services expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiffs or to the Class.

### **3. Am I A Class Member?**

You are a Class Member if you are currently or were formerly employed by Savage Services as a non-exempt hourly-paid employee in California at any time from November 13, 2014, through May 16, 2021.

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Questions? Call the Settlement Administrator toll free at [phone number]

**4. How Does This Class Action Settlement Work?**

In this Action, Plaintiffs sued on behalf of themselves and all other similarly situated employees who were employed by Savage Services as non-exempt hourly employees in California at any time during the Class Period. Plaintiffs and these other current and former employees comprise a “Class” and are “Class Members.” The settlement of this Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiffs and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail.

**5. Who Are the Attorneys Representing the Parties?**

<b>Attorneys for Plaintiffs and the Class</b>	<b>Attorneys for Savage Services</b>
<p data-bbox="261 764 737 1031"><b>JUSTICE LAW CORPORATION</b> Douglas Han Shunt Tatavos-Gharajeh Daniel J. Park 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91101 Telephone: (818) 230-7502 Facsimile: (818) 230-7259</p> <p data-bbox="298 1073 699 1314"><b>MOORADIAN LAW, APC</b> Zorik Mooradian, Esq. Haik Hacopian 24007 Ventura Blvd. Suite 210 Calabasas, California 91302 Telephone: (818) 487-1988 Facsimile: (888) 783-1030</p>	<p data-bbox="894 764 1446 982"><b>MCDERMOTT WILL &amp; EMERY LLP</b> Maria C. Rodriguez Elvira R. Kras 2049 Century Park East, Suite 3200 Los Angeles, California 90067 Telephone: (310) 788-4102</p>

The Court has decided that Justice Law Corporation and Mooradian Law, APC are qualified to represent you and all other Class Members simultaneously.

## 6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

***Important Note: Savage Services will not retaliate against you in any way for either participating or not participating in this Settlement.***

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and may receive an Individual Settlement Payment based on the total number of workweeks you were employed as a non-exempt employee in California during the Class Period. You will release all of the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Action. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Payment and you will not give up the right to sue the Released Parties, including Savage Services, for any the Released Claims as defined in Section No. 9 below.
- **OBJECT:** You may mail a legal objection to the proposed settlement. If you would like to object, you may not opt out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself From This Settlement?” and “How Do I Object To The Settlement?”

## 7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not wish to participate in the Settlement, you may be excluded from the Settlement (i.e., “opt out”) by sending a timely an opt out form. A form (“ELECTION NOT TO PARTICIPATE IN (‘OPT OUT’ FORM) CLASS ACTION SETTLEMENT”) (“Exclusion Form”) has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes this same information. If you opt out of the Settlement, you will not be releasing the claims set forth in Section No. 9. The Exclusion Form must be signed, dated, and mailed by First Class U.S. Mail, postmarked no later than \_\_\_\_\_, 2021 to: Joshua Mendoza, et al. v. Savage Services Corporation C/O CPT GROUP, INC., [INSERT ADDRESS]. You cannot exclude yourself by phone.

If you received a re-mailed Class Notice, whether by skip-trace or forwarded mail, your Response Deadline to postmark an Exclusion Form, or mail and serve an objection to the Settlement will be extended by ten (10) calendar days from the original Response Deadline. The envelope should indicate whether the Class Notice has been forwarded or re-mailed. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

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Questions? Call the Settlement Administrator toll free at [phone number]

The Court will exclude any Class Member who submits a complete and timely Exclusion Form as described in the paragraph above. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Action if the Settlement receives final approval from the Court.

You are responsible for ensuring that the Settlement Administrator receives any request for exclusion you submit.

#### **8. *How Do I Object To The Settlement?***

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement by mailing it to the Settlement Administrator at [address] by [the Response Deadline]. The Objection should state: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing.

Settlement Class members will have a right to appear at the Final Settlement Approval Hearing in order to have their objections heard by the Court.

The failure to mail a written objection does not waive your right to appear at and make an oral objection at the Final Approval Hearing.

If the Court rejects the Notice of Objection, the Class Member will receive an Individual Settlement Payment and will be bound by the terms of the Settlement.

#### **9. *How Does This Settlement Affect My Rights? What are the Released Claims?***

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will fully release and discharge Savage Services, any of its past, present and future parents, affiliates, subsidiaries, division, predecessors, successors, and assigns, and each of their officers, directors, board members, trustees, shareholders, employees, agents, attorneys auditors, accountants, experts, contractors, stockholders, representatives, partners, insurers, reinsurers, and other persons acting on their behalf (“Released Parties”) from the Released Claims. The Released Claims are as follows:

##### **A. Released Claims.**

Plaintiffs and the other Participating Class Members release Savage Services Corporation and all of its subsidiaries, affiliates, shareholders, members, parents, principals, heirs, representatives, agents (including, without limitation, any accountants, auditors, consultants, insurers, reinsurers, attorneys, and any past or present officers, directors, and employees) (collectively, the “Releasing Parties”) of any and all claims that are alleged in and based on the facts alleged in the Complaints, including the allegations contained in the Notice of Labor Code Violations sent to the LWDA, arising within the Class Period.

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Questions? Call the Settlement Administrator toll free at [phone number]

## 10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Savage Services could be required to pay under this Agreement shall be up to but no more than \$1,150,000.00 (“Gross Settlement Value” or “GSV”).

The “Net Settlement Value” or “NSV” means the portion of the Gross Settlement Value available for distribution to Class Members after the deduction of (1) the Class Representative Enhancement Payments to Plaintiffs Joshua Mendoza, Randy Williams, and Omar Rivas in an amount up to \$10,000 each, for prosecution of the Action, risks undertaken for the payment of attorneys’ fees and costs; (2) the Settlement Administration Costs to the Settlement Administrator, CPT Group, Inc., in an amount estimated not to exceed \$25,000; (3) a PAGA payment of \$50,000 (75% allocated to the Labor Code Private Attorney General Act of 2004 claims) to the California Labor Workforce Development Agency (“LWDA”) with the remaining twenty-five percent (25%) (\$12,500) of the PAGA Payment to be distributed to Eligible Aggrieved Employees; (4) payment to Class Counsel for Class Counsel fees in an amount not to exceed \$437,000 (38% of the Gross Settlement Value) for attorneys’ fees; and (5) payment to Class Counsel of Class Counsel Expenses in an amount not to exceed \$25,000 for litigation costs. All of these payments are subject to court approval.

After deducting the above-referenced items, the remaining Net Settlement Value will be proportionately distributed amongst all Class Members who have not opted out. The Settlement Administrator will calculate the individual settlement shares for Participating Class Members. Each Participating Class Member will receive a proportionate share of the Net Settlement Value that is equal to (i) the number of weeks he or she worked based on the Class data provided by Savage Services, divided by (ii) the total number of weeks worked by all Class Members based on the same Class data, which is then multiplied by the Net Settlement Value. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Class Member’s Individual Settlement Share ties directly to the amount of weeks that he or she worked.

Although your exact share of the Net Settlement Value cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Value, is as follows: \$ [redacted], less taxes. This is based on Savage Services records, which show you worked [redacted] workweeks during the Class Period.

If you believe the number of Eligible Workweeks records are incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at [address] on or before [the Response Deadline].

Twenty-five percent (20%) of your Individual Settlement Payment will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Payment only and reported on an IRS Form W-2. The remaining seventy-five percent (80%) of your Individual Settlement Payment will be treated as penalties and interest and will be paid pursuant to an IRS Form 1099.

It is strongly recommended that upon receipt of your Individual Settlement Payment check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share to the State Controller’s Office in the name of the Settlement Class member under the unclaimed Property Laws.

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Questions? Call the Settlement Administrator toll free at [phone number]

**11. What is the PAGA Payment and Am I Eligible for it?**

Under the terms of the settlement, \$50,000 has been set aside as a PAGA payment. This portion is the total amount of civil penalties collected on behalf of the State of California. \$37,500 will be sent to the State of California. Aggrieved employees will share \$12,500 based on the number of pay periods they worked.

You are an “aggrieved employee” eligible (“Eligible Aggrieved Employee”) to share the PAGA payment under the settlement, if you are an individual employed as a non-exempt hourly worker who worked for Defendants within the State of California from October 4, 2017 through May 16, 2021 (“PAGA Timeframe”).

The individual share for the PAGA payment will be calculated by determining the total number of pay periods the Eligible Aggrieved Employees were employed during the PAGA Timeframe (i.e., the sum of all pay periods of employment for each eligible aggrieved employee), and dividing that number into the \$12,500 amount allocated to Eligible Aggrieved Employees to determine the monetary value assigned to each pay period. That number will then be multiplied by the individual Eligible Aggrieved Employee’s total number of pay periods employed during the PAGA Timeframe to determine that individual’s proportional share.

Based on your total number of pay periods, your estimated individual settlement payment for the PAGA payment is \$ [REDACTED]. 100% of this payment will be considered penalties and will be issued an IRS form 1099 if it exceeds \$600. You are responsible for paying any federal, state or local taxes owed as a result of this payment.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the settlement if the Court gives final approval.

If you are not an Eligible Aggrieved Employee, this Section does not apply to you.

**12. How Will the Attorneys for the Class and the Class Representative Be Paid?**

The attorneys for Plaintiffs and the Class will be paid from the Gross Settlement Value. Subject to Court approval, the attorneys for Plaintiffs and the Class shall be paid an amount not to exceed 38% of the Gross Settlement Value (or \$437,000) for attorney fees and up to \$25,000 for litigation costs.

Savage Services has paid all of its own attorneys’ fees and costs.

As set forth in Section No. 10 above, the Plaintiffs will also be paid a Class Representative Enhancement Payment, subject to Court approval.

**13. Final Approval Hearing and Remote Appearance**

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [the date of final approval hearing], 2021 at [time a.m./p.m.], before Judge Daniel J. Buckley, located at 312 North Spring Street, Los Angeles, California 90012, Department 1. You are not required to appear at this hearing. Any changes to the hearing date will be available on the website [INSERT WEBSITE ADDRESS]. Notice of final judgment will

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Questions? Call the Settlement Administrator toll free at [phone number]



be given to the Class by having it posted on the Settlement Administrator's website [INSERT WEBSITE ADDRESS].

Due to the current pandemic, the Court may not hold a final fairness hearing in-person. You may appear at the hearing remotely through the Los Angeles Superior Court's VCourt Remote Appearances System. You cannot set up a remote appearance through the VCourt Remote Appearances System until [30 days prior to hearing] and you must set up the remote appearance more than 2 hours prior to the hearing. It may take time to set up the remote appearance, so provide yourself time to go through the sign up procedure. When you are ready to schedule your appearance, go to <https://lacourt.portalscloud.com/VCourt/> and click on the "Schedule" button. You will be directed to a sign in page. If you have an account, then sign in. If you do not have an account, click the link for "Sign up now" and follow the instructions to sign up for an account. Once signed in or once you finish setting up an account, you will be directed to a page to "Search For A Case." Type in "18STCV04798" in the "Enter Case Number" field and click the "Proceed to Step 2" button. On the next page, choose the "Other" check box to designate the type of "Attendee" that you are. Fill in your name in the box for "Attendee Name." Fill in "class member" in the box for "Attendee Role." Fill in your email in the boxes for "Attendee Email" and "Confirm Email." Then, fill in your phone number in the box for "Attendee Phone." For the "Party Name" menu, select "Joshua Mendoza." Then, click on the "Proceed to Step 3" button. On the next page, click on the box for "[fill in date/time, event description]" and select audio or video from the "Appearance Type" menu. You will be charged a fee based on the type of appearance that you choose. Then, click on the "Proceed to Step 4" button. Click on the "Go to Payment Site" button. Click on the Create Credit Card Payment Authorization and fill in your credit card billing information associated with the credit card you will be using, your phone number, and email address. Click on the "Next" button. Fill in your credit card information and review the terms and conditions. If you agree, click the checkbox to agree with the terms and conditions and click the "Next" button. Verify the information and click on the "Create Payment Authorization" button. On the next page, you will be provided the telephone number which you will use to call in to make your appearance and the conference ID number and PIN which you must use to remotely appear. Save this information and call in 10 to 15 minutes prior to [time and date for the final approval hearing]. Please monitor the Los Angeles County Superior Court's website for any updates regarding the Court's procedures regarding the pandemic.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Savage Services class action Settlement.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court at 111 N. Hill Spring Street, Los Angeles, California 90012 between 8:30 a.m. and 4:00 p.m.

**PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.**

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Questions? Call the Settlement Administrator toll free at [phone number]