

## **NOTICE OF CLASS ACTION SETTLEMENT**

**If you are or were a non-exempt hourly paid employee of Western Shield Acquisitions, LLC in California, anytime between January 15, 2016 and October 31, 2020, you may be entitled to receive money from a class action settlement.**

*A 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.**

#### **WHAT IS IN THIS NOTICE**

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#### **1. *Why should you read this notice?***

On January 15, 2020 Plaintiff Juan Alcaraz (“Plaintiff”) filed a putative class action complaint against his former Western Shield Acquisitions, LLC. This Notice describes the lawsuit and explains your rights in the settlement. You have received this Notice because records indicate that you are a Class Member. Class Members include all current and former non-exempt hourly paid employees who worked for Western Shield Acquisition, LLC in California at any time from January 15, 2016 to October 31, 2020.

In February 2021 the Parties reached a class wide settlement as a compromise to resolve Plaintiff’s individual and representative claims, subject to Court approval. On March 5, 2021, the Los Angeles County Superior Court preliminary approved the class action settlement and has ordered that this Notice be provided to you. ***The court has not determined who is right or wrong in this lawsuit.***

#### **2. *What is the case about?***

Plaintiff asserted claims against Western Shield Acquisitions, LLC on behalf of all current and former non-exempt hourly paid employees who worked for Defendant Western Shield Acquisitions, LLC in California, including claims for: (a) unpaid overtime wages; (b) unpaid minimum wages; (c) failure to pay overtime wages at the legal overtime rate (d) failure to provide meal breaks; (e) failure to provide rest periods; (f) failure to promptly pay all wages due and owing at the time of an employee’s termination or discharge; (g) failure to issue properly itemized wage

statements; (h) violations of California's Business and Professions Code; and (i) violations of the Private Attorneys General Act of 2004.

**Western Shield Acquisitions, LLC vehemently denies any and all wrongdoing and liability. Western Shield Acquisitions, LLC contends it conducted business and compensated employees consistent with the laws of the State of California. Western Shield Acquisitions, LLC contends it has no liability for any of claims under any statute, wage order, common law, or equitable theory. The court has not ruled on the merits of Plaintiff's claims.**

### **3. What does the settlement provide?**

As part of the settlement terms, in exchange for a class release of the claims asserted by Plaintiff, Western Shield Acquisitions, LLC will pay \$95,000 (Gross Fund Value), including attorneys' fees, costs, third-party settlement administrator costs, the class representative enhancement payment, payment to the California Labor and Workforce Development Agency, and payment to Participating Class Members. Plaintiff will request from the Gross Fund Value: (1) \$31,666.66 for attorneys' fees, (2) up to \$7,000 in costs, (3) up to \$6,500 for settlement administration costs to CPT Group, (4) up to \$4,000 as a service award to Class Representative Juan Alcaraz, and (5) a PAGA payment of \$2,400, of which \$600 will be distributed to Participating Class Members and \$1,800 will be paid to the California Labor and Workforce Development Agency. After deductions of all the preceding amounts, the remaining amount will be distributed as Settlement Awards to Participating Class Members (Net Fund Value). The Net Fund Value will be divided by the Aggregate Workweek Total worked by all Class Members to determine the approximate weekly settlement amount for Class Members. Defendant will provide the Settlement Administrator with each Class Members' Total Workweeks based on its records.

**Western Shield Acquisitions, LLC records indicate that you were employed for <<workweeks>> Total Workweeks during the Class Period of January 15, 2016 to October 31, 2020.**

**Based on this estimate and Western Shield Acquisitions, LLC records, your estimated Settlement Award is \$<<estAmount>>.**

If you dispute your number of Total Workweeks, you must contact the Settlement Administrator and notify them in writing the number of workweeks you believe you were employed and provide any supporting documentation. If you do not provide documents, your settlement payment will be calculated according to the Defendant's records. The dispute must be sent to the Settlement Administrator's address listed in this notice and must be postmarked no later than June 2, 2021. It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Settlement Award.

**Subject to court approval, you do not need to take any further action to receive money from this settlement.**

#### **4. *What is the Class Action Settlement?***

In a class action lawsuit, one person called “Plaintiff” or “Class Representative” sues on behalf of other people who may have similar claims. In this case, the Plaintiff is Juan Alcaraz. All these people are a “Class” or “Class Members.” The company he sued is called the Defendant. In this case, the Defendant is Western Shield Acquisitions, LLC. One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class. In this case, the court is the Los Angeles County Superior Court.

#### **5. *What are my rights? How will my rights be affected?***

##### **Participating in the Settlement**

Under the settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below. If approved by the Court, the Settlement Agreement and release will be binding on all Participating Class Members who do not timely opt out of the settlement.

If you are a current employee of Western Shield Acquisitions, LLC, your decision about whether or not to participate in this settlement will not affect your employment with Western Shield Acquisitions, LLC.

##### **Opting Out of the Settlement**

If you wish to be excluded from participating in the Settlement, you must mail a written statement to the Settlement Administrator, at the address below, requesting to be excluded from the Settlement. To be considered valid, your request for exclusion must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your request for exclusion also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your request for exclusion must be mailed by First-Class Mail or equivalent, and postmarked no later than June 2, 2021. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Late requests for exclusion (opt-out requests) will not be considered.

If you file a timely and valid written request for exclusion, you will no longer be a member of the Class, and you will not be eligible to receive money under the Settlement or object to the terms of the Settlement, and you will not be bound by the terms of the Settlement.

##### **Objecting to the Settlement**

If you wish to Object to the Settlement, you may advise the Court about your objection stating why you object to the settlement. Your objection must state your full name, last four digits of your social security number, dates of employment, address, and telephone number, a statement providing the basis for your objections, a statement advising if you plan to address the Court at the

Settlement Fairness Hearing, and any legal briefs, papers or memoranda you propose to submit to the Court. The objection must be mailed to Settlement Administrator, at the address below, and must be postmarked no later than June 2, 2021.

You may also, if you wish, appear at the Settlement Fairness Hearing on July 1, 2021 at 9:00 a.m. in Dept. 6 of the Los Angeles County Superior Court to discuss your objections with the Court and the Parties regardless of whether or not you submitted a written objection to the Settlement Administrator. Class Members may appear remotely, if you wish, for the Final Approval Hearing and should contact the court clerk for Department 6 for instructions on how to appear remotely. The Settlement Fairness Hearing may be continued to another date without further notice. If you object to the settlement, you may still receive your share of the settlement amount if the court approves the settlement despite objections.

### **Effect of the Settlement on Your Rights**

If the proposed settlement is approved by the Court, a Judgment will be entered by the Court and upon entry of Judgment all Participating Class Members shall fully and finally release and discharge Defendant Western Shield Acquisitions, LLC and its successors in interest, past, present, or future parents, subsidiaries and related or affiliated corporations, and their past, present, or future officers, directors, shareholders, employees, agents, principals, heirs, joint employers, staffing agencies, representatives, accountants, auditors, attorneys, consultants, insurers, and reinsurers, and each of their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and each of their company-sponsored employee benefit plans, and all of their respective officers, directors, owners, employees, administrators, fiduciaries, trustees, and agents, and any individual or entity which could reasonably be determined to be jointly liable with Defendant, or any of them (“Released Parties”) of all claims, rights, demands, liabilities, damages, attorneys’ fees, costs, and causes of action of every nature and description, arising from any and all claims which were asserted in the First Amended Complaint or could have been asserted based on the facts alleged in the First Amended Complaint, and arising during the Class Period of this settlement, including statutory, constitutional or common law claims for wages, damages, unpaid costs, liquidated damages, penalties, interest, attorneys’ fees, litigation costs, restitution, equitable relief, or other relief under California Business & Professions Code §17200, et seq. based on the following categories of allegations as set forth in the First Amended Complaint: (a) all claims for unpaid overtime wages; (b) all claims for unpaid minimum wages; (c) all claims for failure to pay overtime wages at the legal overtime pay rate; (d) all claims for failure to provide meal periods; (e) all claims for failure to authorize and permit rest periods; (f) all claims for the failure to promptly pay all wages due and owing at the time of an employee’s termination or discharge; (g) all claims for the failure to issue properly itemized wage statements; (h) all claims for Unfair Competition or Business Practices under California’s Business and Professions Code based on the preceding claims; (i) all claims for any and all penalties pursuant to the California Labor Code and/or the Private Attorneys General Act of 2004 based on the preceding claims. (“Released Claims”).

If the Court finally approves the Settlement, settlement checks will be mailed to Class Members who have not opted out of the Settlement.

Those funds represented by Settlement checks returned as undeliverable and those Settlement checks remaining uncashed for more than 180 days after issuance (collectively, “Uncashed Settlement Checks”) shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500 et seq. for the benefits of those Settlement Class Members who did not cash their checks until they claim their property.

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

Class Counsel, appointed and approved by the Court for settlement only, will represent you. However, you may choose to be represented by your own counsel at your own cost.

Attorneys for Plaintiff & the Class are:

Bruce Kokozyan, Esq.  
KOKOZYAN LAW FIRM, APC  
9440 South Santa Monica, Blvd., Suite 510  
Beverly Hills, CA 90210  
Telephone (323) 857-5900

Attorneys for Western Shield Acquisitions are:

Maureen Bogue, Esq.  
Noah Levin, Esq.  
Pacific Employment Law  
260 California Street, Suite 500  
San Francisco, CA 94111

**7. *How will the attorneys for the class and costs be paid?***

Class Counsel is seeking an award from the Court for attorneys’ fees of up to \$31,666.66 and documented litigation costs of up to \$7,000. Juan Alcaraz is seeking a service award from the Court of up to \$4,000. The actual amounts awarded will be determined by the Court.

If you need more information or have any questions, you may contact the Settlement Administrator at the telephone number listed below.

Alcaraz v. Western Shield Acquisitions, LLC Settlement Administrator  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

Toll Free Number: 1-888-817-0917

[www.cptgroupcaseinfo.com/westernshieldcourt](http://www.cptgroupcaseinfo.com/westernshieldcourt)

**PLEASE DO NOT CONTACT THE COURT  
FOR INFORMATION ABOUT THIS SETTLEMENT.**