

Electronically Received 04/29/2022 04:04 PM

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15 individually and on behalf of all others similarly  
16 situated

17 [Additional counsel listed on next page]

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
19 COUNTY OF LOS ANGELES

20 *Coordination Proceeding Special Title (CRC 3.550)*  
21 *T.J. MAXX WAGE AND HOUR CASES*  
22 Included Actions:  
23 *Lortkipanidze v. T.J. Maxx of CA, LLC, et al., Los*  
24 *Angeles County Superior Court Case No.*  
25 *19STCV43210*  
26 *Rucker v. T.J. Maxx of CA, LLC, et al., Sonoma*  
27 *County Superior Court Case No. SCV-264483*  
28 *Karine Gragyan v. T.J. Maxx of CA, LLC, et al.,*  
*Alameda County Superior Court Case No.*  
*RG20068810*  
*Karine Gragyan v. T.J. Maxx of CA, LLC, et al.,*  
*Los Angeles County Superior Court Case No.*  
*20STCV38799*

**FILED**  
Superior Court of California  
County of Los Angeles  
06/03/2022  
Sheri R. Carter, Executive Officer / Clerk of Court  
By: I. Arellanes Deputy

*JCCP Case No. 5097*  
*Assigned to Hon. Elihu M. Berle*  
*Department SSC-6*  
**[PROPOSED] ORDER:**  
**(1) PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT;**  
**(2) CONDITIONALLY CERTIFYING A CLASS FOR SETTLEMENT PURPOSES ONLY;**  
**(3) APPROVING THE NOTICE OF SETTLEMENT; AND**  
**(4) SETTING A HEARING ON MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**  
  
Consolidated Complaint Filed:  
February 8, 2021

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21 Attorneys for Plaintiff  
22 KARINE GRAGYAN

23 The Court, having considered the Motion for Preliminary Approval of Class Action  
24 and PAGA Settlement of Plaintiffs Michael Lortkipanidze, Robert Rucker and Karine  
25 Gragyan (“Plaintiffs”), the Declarations of proposed Class Counsel, Aaron C. Gundzik,  
26 Daniel Holzman, Joshua Haffner, Courtney Miller and Sahag Majarian, the Declarations of  
27 the proposed Class Representatives, Michael Lortkipanidze, Robert Rucker and Karine  
28 Gragyan, the Declaration of Lisa Mullins of ILYM Group, Inc., the First Amended Class  
and PAGA Action Settlement Agreement (“Stipulation” or “Settlement Agreement”) executed by Plaintiffs and Defendants T.J. Maxx of CA, LLC, a Virginia limited liability company and T.J. Maxx of CA, LLC, a Delaware limited liability company (collectively “T.J. Maxx” or “Defendants”), together with the Notice of Settlement attached thereto in Exhibit A (“Notice of Settlement”), makes the following findings:

1. The parties to this action are Plaintiffs Michael Lortkipanidze, Robert Rucker and Karine Gragyan (“Plaintiffs”) and Defendants T.J. Maxx of CA, LLC, a Virginia limited liability company and T.J. Maxx of CA, LLC, a Delaware limited liability company

1 (collectively “T.J. Maxx” or “Defendants”). Plaintiffs seek to represent a Class of all non-  
2 exempt employees who worked for Defendants in California during the applicable Class Period  
3 (August 11, 2016, through March 1, 2022) who did not sign an arbitration agreement and/or who  
4 opted out of an arbitration agreement.

5 2. After participating in an arms-length mediation, Plaintiffs and Defendants  
6 have agreed to a proposed Class and PAGA settlement of this action on behalf of the Class  
7 and Aggrieved Employees that Plaintiffs seek to represent. The terms of the proposed  
8 settlement are fully set forth in the Settlement Agreement (included as Exhibit A to the  
9 Supplemental Declaration of Aaron Gundzik in support of Plaintiffs’ motion for preliminary  
10 approval).

11 3. The terms of the proposed settlement include the following:

12 a. The proposed Class consists of all non-exempt employees who  
13 worked for Defendants in California during the applicable Class Period who did not sign an  
14 arbitration agreement and/or who opted out of an arbitration agreement.

15 b. “Class Period” means the period beginning August 11, 2016 and  
16 ending March 1, 2022.

17 c. In settlement, Defendants will pay the gross amount of \$2,300,000,  
18 plus the employer’s share of withholding taxes. From the gross settlement amount, the  
19 parties propose to deduct (1) settlement administration costs, estimated to be \$45,000, (2)  
20 Class Counsel’s attorneys’ fees, to be approved by the Court, in an amount not to exceed  
21 \$766,666.66, (3) Class Counsel’s costs, as approved by the Court, in an amount not to  
22 exceed \$50,000; (4) Service and Release Awards to Plaintiffs Michael Lortkipanidze, Robert  
23 Rucker and Karine Gragyan in the amount of \$10,000 each (for a total of \$30,000);

24 d. The parties propose that the Net Settlement Amount remaining after  
25 the above-referenced deductions be distributed as follows:

26 i. fifty percent (50%) of the Net Settlement Amount will be  
27 allocated to Plaintiffs’ PAGA claims (the “PAGA Amount”), seventy-five percent  
28 (75%) of which will be paid to the California Labor and Workforce Development

1 Agency (the "LWDA Payment"), and the remaining twenty-five percent (25%) of  
2 which will be distributed to the PAGA Employees (all non-exempt employees who  
3 worked for Defendants in California from May 22, 2018, through the date that the  
4 Court grants final approval of the proposed settlement.)

5 ii. The remainder of the Net Settlement Amount, after the  
6 forgoing deductions, as approved by the Court, will be distributed to individual  
7 Settlement Class Members in accord with the formula specified in the Settlement  
8 Agreement.

9 4. The Parties propose that notice of this proposed settlement be sent to all Class  
10 members by regular mail and that Class members shall have sixty-two (62) days to opt out  
11 of or object to the settlement.

12 5. The proposed Class counsel are experienced, and, in their view, the proposed  
13 settlement is fair and reasonable.

14 6. The proposed settlement is fair and reasonable to Class members.

15 7. The notice procedure set forth in the Settlement Agreement will adequately  
16 notify the Class of the settlement and of their right to opt out or object.

17 8. The Settlement Agreement and Notice include a proposed release which will  
18 bind those Class members who do not opt out of the Class.

19 Based upon the foregoing, **IT IS HEREBY ORDERED THAT:**

20 1. The motion is granted.

21 2. The class action settlement, as set forth in the Settlement Agreement, is  
22 preliminarily approved pursuant to Rules of Court 3.766 and 3.769.

23 3. The proposed class is provisionally certified as an opt-out class action under  
24 Section 382 of the Code of Civil Procedure and conditionally certified as an opt-in  
25 collective action under 29 U.S.C. § 216(b) solely for the purpose of the settlement of this  
26 matter, with the class defined as specified above and in the Settlement Agreement.

27 4. Plaintiff Michael Lortkipanidze is appointed as the class representative for  
28 the provisionally-certified class.

1           5.       Aaron C. Gundzik, Daniel Holzman, Joshua Haffner, Joseph Lavi and Sahag  
2 Majarian are appointed as Class counsel for the provisionally-certified class.

3           6.       ILYM Group, Inc. is approved as the Settlement Administrator.

4           7.       The Notice of Settlement in substantially the form attached hereto as Exhibit  
5 1 is approved and the Settlement Administrator is authorized to send the Notice of  
6 Settlement to the provisionally-certified Class.

7           8.       The Court directs the settlement administrator to mail the Notice of  
8 Settlement to the Class members in a manner consistent with the Settlement Agreement.

9           9.       The Court preliminarily approves of the Class release in the Settlement  
10 Agreement.

11          10.      The Court directs that any and all objections to the Settlement be sent to the  
12 Settlement Administrator and postmarked no later than sixty-two (62) calendar days after  
13 the Notice of Settlement is mailed or re-mailed.

14          11.      The Court directs that all requests for exclusion must be sent to the  
15 Settlement Administrator and postmarked no later than sixty-two (62) calendar days after  
16 the Notice of Settlement is mailed or re-mailed.

17          12.      A Final Approval Hearing on the question of whether the proposed class  
18 settlement should be finally approved as fair, reasonable, and adequate as to the members  
19 of the proposed settlement class, for approval of Class Counsel's Attorneys' Fees and Class  
20 Counsel's Costs, for approval of the service and release payments to the class  
21 representatives, for approval of the fees of the settlement administrator and for approval of  
22 the payment to the LWDA in settlement of all PAGA claims is set for October 3, 2022 at  
23 9:00 a.m. in Department 6 of the above-entitled Court.

24          13.      The Court orders that the papers in support of the final approval of the  
25 settlement and Plaintiffs' award of attorneys' fees and costs shall be filed no later than  
26 August 1, 2022.

27          14.      Based on the terms of the Settlement Agreement, the following sets forth the  
28 proposed schedule of events to occur with respect to the effectuation of the settlement:

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<b>Event</b>	<b>Date</b>
Deadline for Defendants to provide Class data to settlement administrator	June 17, 2022
Deadline to mail Notice of Settlement to Class Members	July 1, 2022
Deadline to file motion for final approval of the settlement and award of attorneys' fees and costs	August 1, 2022
Deadline to dispute workdays, opt out of or object to settlement	September 1, 2022
Deadline to file any class member objections and the parties' responses thereto	September 19, 2022
Deadline for settlement administrator to provide counsel with Declaration of Compliance and report regarding notice and exclusion process	September 19, 2022
Hearing on motion for final approval of the settlement, granting of final approval, and entry of judgment	October 3, 2022 at 9:00 a.m.

Dated: 06/03/2022



**Elihu M. Berle**

\_\_\_\_\_  
Hon. Elihu M. Berle

Elihu M. Berle / Judge

# Exhibit 1

*T.J. Maxx Wage and Hour Cases*

Los Angeles Superior Court, JCCP No. 5097 (including Los Angeles Superior Court Case No. 19STCV43210, Los Angeles Superior Court Case No. 20STCV38799, Sonoma County Superior Court Case No. SCV-264483, and Alameda County Superior Court Case No. RG20068810)

**If you have been employed in California by T.J. Maxx as a non-exempt employee and did not sign an arbitration agreement, you may be entitled to receive money from a class action settlement.**

*The Los Angeles County Superior Court authorized this notice.  
This is not a solicitation from a lawyer.*

**THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

You are receiving this Notice because the Los Angeles County Superior Court has preliminarily approved a proposed settlement in a class action filed on behalf of all non-exempt employees who worked for T.J. Maxx of CA, LLC, a Virginia limited liability company or T.J. Maxx of CA, LLC, a Delaware limited liability company (“T.J. Maxx” or “Defendants”) in California during the Class Period (August 11, 2016 through March 1, 2022) who did not sign an arbitration agreement and/or who opted out of an arbitration agreement. A hearing to determine whether the settlement should receive the Court’s final approval will be held on October 3, 2022 at 9:00a.m. in Department 6 of the Los Angeles County Superior Court, which is located at 312 N. Spring Street, Los Angeles, CA 90012.

**This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in Section 9, below) no later than September 1, 2022, otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against T.J. Maxx, as described in Section 8 of this Notice.**

**1. PURPOSE OF THIS NOTICE**

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by T.J. Maxx’s records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

**2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT**

The people eligible to receive a settlement payment are all non-exempt employees who worked for T.J. Maxx in California between August 11, 2016 and March 1, 2022 who did not sign an arbitration agreement and/or who opted out of an arbitration agreement. You are receiving this notice because, according to T.J. Maxx’s records, you are eligible to participate in the settlement.

**3. DESCRIPTION OF THE ACTION**

Three former employees filed lawsuits against T.J. Maxx which were consolidated together in the Los Angeles Superior Court. The case is called *T.J. Maxx Wage and Hour Cases*, Los Angeles Superior Court, JCCP No. 5097 (the “Action”). The Action alleges that Plaintiffs and other non-exempt employees who worked for T.J. Maxx in California were not paid for all of their time, were not paid at overtime rates for their overtime work, were not provided with compliant meal and rest breaks, were not provided compliant wage statements, and were not paid all amounts due at separation. Based on these facts and others, Plaintiffs’ consolidated Complaint alleges causes of action for: (1) failure to pay wages earned, (2) failure to pay minimum wage, (3) failure to pay overtime, (4) failure to authorize or permit meal periods, (5) failure to

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authorize or permit rest breaks, (6) failure to provide accurate wage statements, (7) failure to pay all wages upon separation, (8) unfair business practices, and (9) recovery of civil penalties under the California Labor Code Private Attorneys' General Act ("PAGA"), California Labor Code Sections 2698-2699.5.

**T.J. Maxx denies all of Plaintiffs' allegations and denies any wrongdoing. Among other things, T.J. Maxx contends that all employees have been properly compensated and that T.J. Maxx complied with all applicable laws.**

The Court has made no ruling on the merits of the alleged claims or the defenses asserted by T.J. Maxx. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for October 3, 2022 at 9:00a.m. (the "Final Approval Hearing").

**4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?**

Attorneys representing Plaintiffs and the class ("Class Counsel") are:

Aaron C. Gundzik Rebecca Gundzik Gundzik Gundzik Heeger LLP 14011 Ventura Blvd., Suite 206E Sherman Oaks, CA 91423 Telephone: (818) 290-7461 Facsimile: (818) 918-2316	Daniel M. Holzman Caskey & Holzman 24025 Park Sorrento, Ste. 400 Calabasas, CA 91302 Telephone: (818) 657-1070 Facsimile: (818) 297-1775
Joshua H. Haffner Vahan Mikayelyan Haffner PC 445 South Figueroa St., Suite 2625 Los Angeles, CA 90071 Telephone: (214) 514-5691 Facsimile: (213) 514-5682	Joseph Lavi Jordan D. Bello Vincent Granberry Courtney M. Miller Lavi & Ebrahimian 8889 W. Olympic Blvd., Suite 200 Beverly Hills, CA Telephone: (310) 432-0000 Facsimile: (310) 432-0001
Sahag Majarian II Law Offices of Sahag Majarian II 1825 Ventura Blvd. Tarzana, CA 91356 Telephone: (818) 690-0807 Facsimile: (818) 609-0892	

Attorneys representing T.J. Maxx are:

Bradley E. Schwan Jannine A. Kranz Littler Mendelson, P.C. 2049 Century Park East, 5 <sup>th</sup> Fl. Los Angeles, CA Telephone: (310) 553-0308 Facsimile: (310) 553-5583	Brittany McCarthy Littler Mendelson, P.C. 501 W. Broadway, Suite 900 San Diego, CA 92101 Telephone: (619) 232-0441 Facsimile: (619) 232-4302
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**5. THE TERMS OF THE PROPOSED SETTLEMENT**

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Class And PAGA Action Settlement Agreement ("Settlement Agreement"), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from the Settlement Administrator or review it on the following website: [www.\\_\\_\\_\\_\\_](http://www._____).

FOR MORE INFORMATION CALL 1-800-\_\_\_\_\_.

T.J. Maxx has agreed to pay \$2,300,000 to settle any and all obligations for the claims alleged in the Action. This amount is called the Gross Settlement Amount. As discussed below, the Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys' fees and costs, service and release awards to the Plaintiffs, payments to all non-exempt employees who worked for T.J. Maxx between May 22, 2018 and June 3, 2022 ("PAGA employees"), and funds owed to the state of California in settlement of the PAGA claims for penalties. Court-approved attorney's fees and costs, service and release awards to the Plaintiffs, and settlement administration costs will be deducted from the Gross Settlement Amount. Of the remaining amount (called the Net Settlement Amount), half (approximately \$1,407,000) will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below, and half will be allocated to Plaintiffs' PAGA claims (75% of which will be paid to the state of California and 25% of which will be paid to the PAGA employees, all as penalties).

(a) Attorneys' Fees and Costs: Class Counsel has worked on this matter without compensation and have advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$766,666.66 to compensate them for their work on the case, plus their reasonable and actual costs and expenses incurred in the litigation, not to exceed \$50,000. Subject to court approval, the attorneys' fees and costs will be deducted from the Gross Settlement Amount.

(b) Service and Release Awards: The Plaintiffs are requesting service and release awards not to exceed \$10,000 each (for a total of \$30,000), in addition to the amount they will receive as members of the class and/or PAGA Employees, to compensate them for undergoing the burden and expense of prosecuting the action and for the broader release of claims they are required to provide to T.J. Maxx. Subject to court approval, the service and release award will be deducted from the Gross Settlement Amount.

(c) Settlement Administration Costs: The Settlement Administrator, ILYM Group, Inc., has advised the parties that the settlement administration costs will not exceed \$46,000. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.

(d) Payment to State of California: A total of fifty percent (50%) of the Net Settlement Amount of approximately \$1,407,333.34 (50% of which is approximately \$703,666.67) will be allocated to settle allegations that T.J. Maxx owes penalties to the state for alleged violations of the California Labor Code. Subject to court approval, seventy-five percent (75%) of this amount will be paid to the California Labor & Workforce Development Agency ("LWDA"). The other twenty-five percent (25%) (the "PAGA Employee Portion") will be distributed to the PAGA Employees.

(e) Payments to Settlement Class Members: The remaining fifty percent (50%) of the Net Settlement Amount (approximately \$703,666.67) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Settlement Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all Settlement Class Members during the Class Period and multiplying that fraction by fifty percent (50%) of the Net Settlement Amount. A qualifying workweek means a workweek during which a Class Member worked for T.J. Maxx in a class position during the Class Period. Class Members who worked for T.J. Maxx at any time between May 22, 2018, and June 3, 2022 (the "PAGA Period") will also participate in the "PAGA Settlement," whereby they will receive a portion of the twenty-five percent (25%) penalty allocation referenced above in section 5(d). The amount of each such employee's share of the penalty allocation will be calculated by dividing the total number of qualifying pay periods worked by the employee by the total number of pay periods worked by all PAGA Employees (including those who are not Class Members) and then multiplying that fraction by the PAGA Employee Portion.

## 6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to T.J. Maxx's records, you worked a total of approximately \_\_\_ qualifying workweeks during the Class Period. Under the settlement, you will receive approximately \$ \_\_\_\_\_. You also worked \_\_\_ qualifying pay periods during the PAGA Period and based thereon, you will receive an additional amount of approximately \$ \_\_\_, which is your share of the PAGA Settlement. These amounts may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement

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administration costs, the service and release awards to Plaintiffs, payment to the LWDA, and disputes by other class members regarding their qualifying workweeks during the Class Period. **To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.**

## 7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise it will be voided and the amount of your settlement payment will be sent to the California State Controller as unclaimed property in your name and you will need to contact that agency to obtain your funds. For tax purposes, your Class settlement payment will be considered one-third as wages, to be reported as W-2 income, to be reported on a W-2 form, one-third as interest and one-third as penalties, which will both be reported on an IRS Form 1099. If you are also a PAGA Employee, your share of the PAGA Settlement will be reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

## 8. RELEASE OF CLAIMS

### A. Release by Class Members who do not exclude themselves from the Settlement.

Unless you submit a valid Request for Exclusion (described below in Section 9), you will release T.J. Maxx and its past, present and/or future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers from all causes of action and factual or legal theories that were alleged, or could have been alleged, in the Complaint based upon the facts alleged in the Complaint, including all damages, penalties, interest, and other amounts recoverable under said claims, causes of action or legal theories of relief. The time period governing these Released Claims shall be from November 8, 2017, through the end of the Class Period only. Provided, however, the Released Claims shall not include the PAGA Released Claims. The Release Period for the Released Claims shall be the Class Period.

### B. Release by Class Members who worked for T.J. Maxx During the PAGA Period.

If you worked for T.J. Maxx at any time from May 22, 2018, through June 3, 2022, you will receive a payment that is your share of the PAGA Employee Portion and you will release T.J. Maxx and all of its past, present and/or future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers from any and all claims for civil penalties under the PAGA that were alleged in, or arise out of the facts alleged in any letter sent to the LWDA by any of the Representative Plaintiffs or alleged in the consolidated Complaint, including but not limited to failure to provide meal and rest breaks, failure to pay for all hours worked, failure to pay overtime, failure to provide accurate wage statements, and failure to pay all wages owed at termination, but only for those violations which occurred during the PAGA Period. You cannot exclude yourself from this release.

## 9. YOUR OPTIONS

As a member of the settlement class you have four options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

### (a) **You Can Do Nothing.**

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8(A) above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

FOR MORE INFORMATION CALL 1-800-\_\_\_\_\_.

**(b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.**

You can contest the number of qualifying workweeks attributed to you in Section 6 above. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*T.J. Maxx Wage and Hour Cases*, Los Angeles Superior Court, JCCP No. 5097). You must provide written documentation supporting the number of workweeks you believe that you worked; otherwise, the number listed above will be presumed correct. You must postmark your written statement no later than September 1, 2022. The Settlement Administrator will consider the documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will mail you its final determination.

**(c) You Can Exclude Yourself from the Settlement Class.**

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 11 below. The deadline to postmark a Request for Exclusion is September 1, 2022. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case number (*T.J. Maxx Wage and Hour Cases*, Los Angeles Superior Court, JCCP No. 5097), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked on or before September 1, 2022, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8(A) above; however, you will not receive all of the money referenced in section 6 of this Notice. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against T.J. Maxx.

**Please note, however,** that the submission of a Request for Exclusion will not exclude you from the PAGA Settlement. Thus, if you worked for T.J. Maxx at any time between May 22, 2018, and June 3, 2022, you will still receive your portion of the PAGA Settlement and you will be bound by the more limited release set forth in section 8(B).

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

**(d) You Can Object to the Settlement.**

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by sending your written objections to the Settlement Administrator at the address specified in Section 12 below. The deadline to postmark your objections is September 1, 2022. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*T.J. Maxx Wage and Hour Cases*, Los Angeles Superior Court, JCCP No. 5097).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

**(e) You Can Attend the Final Approval Hearing**

Regardless of which option you choose, you may attend the Final Approval Hearing and address the Court regarding the proposed settlement. Information about the Final Approval Hearing is contained in section 10 of this Notice.

#### **10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT**

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release award to the Plaintiffs, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on October 3, 2022, at 9:00a.m., in Department 6 of the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time.

#### **11. NON-RETALIATION**

T.J. Maxx will not retaliate or take any adverse action against a class member for participating in, or opting out of, the settlement.

#### **12. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.**

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012, subject to the social distancing procedures in place at the Courthouse. You may also review the settlement agreement and other documents on-line at [www.\\_\\_\\_\\_](http://www.____) or you may contact the Settlement Administrator as follows:

[INSERT]

You may also contact Class Counsel at the addresses and telephone numbers provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

If you are planning to come to the Final Approval Hearing, you should review the Court's social distancing requirements at: (Here for You, Safe for You).

These rules require that all persons entering any courthouse or courtroom must wear a face covering/mask over his or her nose and mouth at all times within the public areas of the courthouse or courtroom. Individuals who wear a face shield must ensure it covers both the nose and the mouth, wraps around the sides of a wearer's face and extend to below the chin with a cloth drape from the bottom of the face shield to below the neck. Children under the age of three (3) are exempt, as are persons with a medical condition, mental health condition, or disability that precludes them from wearing a face covering. However, they must "take whatever protective measures their condition permits, such as wearing a face shield without a drape on the bottom edge."

Individuals are required to maintain at least (6) six feet of physical distance from all persons (except those within their household) at all times and comply with social distance signage throughout the courthouse.

Individuals are requested to use hand sanitizer when entering the courthouse, practice good hand-washing hygiene, and cover coughs and sneezes, preferably with a tissue.

**IT IS IMPORTANT THAT YOU NOTIFY THE SETTLEMENT ADMINISTRATOR IMMEDIATELY  
IF YOU HAVE A CHANGE OF ADDRESS**

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE**

**FOR MORE INFORMATION CALL 1-800-\_\_\_\_\_.**

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On April 29, 2022, I served the following document described as

- **[PROPOSED] ORDER**

on the interested parties in this action:

**(X)** by serving ( ) the original **(X)** true copies thereof as follows:

*Please see attached service list*

<p><b>( ) BY MAIL</b> I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.</p>	<p><b>( ) BY FACSIMILE TRANSMISSION</b> I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.</p>
<p><b>( ) BY OVERNIGHT DELIVERY</b> Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.</p>	<p><b>(XX) BY ELECTRONIC TRANSMISSION</b> I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.</p>

**(X) STATE** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

**( ) FEDERAL** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

**(X) EXECUTED** on April 29, 2022, at Sherman Oaks, California.



\_\_\_\_\_  
*Nicole Salazar*

# Electronic Service List

Case: **T.J. Maxx Wage and Hour Cases**

Case Info: **JCCP 5097, Los Angeles Superior Court**

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*Representing:* Michael Lortkipanidze, individually and on behalf of all others similarly situated

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