

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES—CENTRAL CIVIL WEST**

ZORAIR TAHMASIAN, an individual and on
behalf of all others similarly situated,

Plaintiffs,

v.

MIDWAY RENT A CAR INC., dba WILSHIRE
LIMOUSINE SERVICES, A California
Corporation

Defendant.

CLASS ACTION

Case No. BC510734

*[Assigned for All Purposes to the Hon. Elishu M.
Berle, Dept. 323 CCW]*

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT AND HEARING
DATE FOR COURT APPROVAL**

To: All individuals, currently or formerly employed in California by Defendant Midway Rent A Car, Inc. dba Wilshire Limousine Service as a non-exempt limousine chauffeur/driver employee from May 31, 2009 to January 6, 2017.

Re: Proposed Class Settlement of Claims for Alleged Unpaid Minimum Wages, Overtime, Missed Meal Periods, Missed Rest Periods, and Other Alleged Violations of California Wage and Hours Laws.

THIS NOTICE EXPLAINS YOUR POTENTIAL RIGHT TO RECOVER MONEY AS THE RESULT OF A SETTLEMENT OF A CLASS ACTION LAWSUIT AGAINST MIDWAY RENT A CAR INC., dba WILSHIRE LIMOUSINE SERVICES AND ALSO EXPLAINS HOW, IF YOU ARE ELIGIBLE, TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS.

ACCORDING TO MIDWAY RENT A CAR INC., dba WILSHIRE LIMOUSINE SERVICES' RECORDS, YOU ARE A MEMBER OF THE CLASS ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT. TO RECEIVE A SETTLEMENT PAYMENT, YOU DO NOT NEED TO SUBMIT A CLAIM FORM IN ORDER TO RECEIVE ANY BENEFITS OF THIS SETTLEMENT. IF YOU ARE A CLASS MEMBER, THEN YOU MUST CHOSE TO EITHER DO NOTHING AND RECEIVE SETTLEMENT BENEFITS, OR OPT OUT OF THE CLASS BY ASKING TO BE EXCLUDED

IF YOU DO NOT OPT OUT OF THE SETTLEMENT BY THE DEADLINE DESCRIBED BELOW, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

This Notice is Court Approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

You received this Notice because a proposed settlement (the "Settlement") has been reached in a class action lawsuit entitled *Zorair Tahmasian vs. MIDWAY RENT A CAR, INC. dba WILSHIRE LIMOUSINE SERVICE.*, currently pending in the Superior Court of the State of California, County of Los Angeles, Case No. BC510734 (the "Lawsuit"), pursuant to a Joint Stipulation of Settlement and Release "Settlement Agreement." Records indicate that you are a member of the Settlement Class, and the settlement will resolve all Released Claims alleged by the members of the Settlement Class described below during the Class Period.

This Notice explains the nature of the Lawsuit, the general terms of the proposed Settlement, and your legal rights and obligations, including your rights to share in the Settlement or your ability to "opt-out" of the Settlement. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 17, below.

2. WHAT IS THIS LAWSUIT ABOUT?

On May 31, 2013, Zorair Tahmasian filed a lawsuit against MIDWAY RENT A CAR, INC. dba WILSHIRE LIMOUSINE SERVICE on behalf of himself as well as all current and former non-exempt Drivers/Chauffeurs of MIDWAY RENT A CAR INC., dba WILSHIRE LIMOUSINE SERVICES employed in the State of California at any

time between May 31, 2009 to January 6, 2017, whose working conditions are/were not controlled by a collective bargaining agreement. The lawsuit alleges that MIDWAY RENT A CAR, INC. DBA WILSHIRE LIMOUSINE SERVICE: (1) failed to pay minimum wages; (2) failed to pay overtime and double time wages; (3) failed to provide rest periods; (4) failed to provide meal periods; (5) failed to pay reporting time wages; (6) failed to provide accurate itemized wage statements; (7) failed to pay all wages due at separation of employment; and (8) engaged in unfair competition.

MIDWAY RENT A CAR INC., dba WILSHIRE LIMOUSINE SERVICES vehemently denies the allegations in the Lawsuit and is prepared to defend it vigorously.

The Court has not made a ruling on the merits of the action, and has not determined whether or not the Class can be certified or whether the Defendant has violated any law.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Zorair Tahmasian is the Class Representative or Named Plaintiff in the Lawsuit, and assert claims on behalf of himself and the class. MIDWAY RENT A CAR INC., dba WILSHIRE LIMOUSINE SERVICES is the Defendant. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All current and former non-exempt Drivers/Chauffeurs of MIDWAY RENT A CAR INC., dba WILSHIRE LIMOUSINE SERVICES employed in the State of California at any time between May 31, 2009 and January 6, 2017, whose working conditions are/were not controlled by a collective bargaining agreement.

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

There was a hearing on September 26, 2017 in Department 323 of the Superior Court of the State of California, for the County of Los Angeles, at which Hon. Elihu M. Berle preliminarily approved the Settlement of this Lawsuit. Upon final approval by the Court of the Settlement, and except as to such rights or claims as may be created by Settlement, each member of the Settlement Class who has not timely and appropriately opted out of the Settlement, fully releases and discharges each of the Released Parties from any and all Released Claims, including Class Members' claims for unpaid minimum wages, unpaid overtime wages, meal period violations, rest break violations, reporting time violations, and requests for related penalties (including wage statement penalties, waiting time penalties, and PAGA civil penalties) with respect to the time period of May 31, 2009 to January 6, 2017. The full meaning of "Released Claims," including what is and is not covered by this Settlement, is explained in Section 6 of this Notice.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by MIDWAY RENT A CAR INC., dba WILSHIRE LIMOUSINE SERVICES that the claims in the Lawsuit have merit or that MIDWAY RENT A CAR INC., dba WILSHIRE LIMOUSINE SERVICES has any liability to the Plaintiffs or the Class Members on those claims. The Court has made no ruling on the merits of the Lawsuit.

The parties have agreed to settle the case for \$248,000.00 ("Total Settlement Amount"). Under the terms of the Settlement, subject to Court approval, the following payments have been agreed to: (1) attorneys' fees not to exceed 33% of the Total Settlement Amount (i.e. \$82,666.67); (2) litigation costs to Class Counsel, in an amount not to exceed \$15,000.00; (3) Mediation Fees of \$4000.00, and (4) an enhancement payment for Representative Plaintiff Zorair Tahmasian of up to \$10,000.00. Furthermore \$5,000.00 of the Total Settlement Amount will be allocated as PAGA penalties, with 75% of this amount \$3,750.00, to be paid to the Labor and Workforce Development Agency, State of California, representing its share of civil penalties alleged in this matter. The other 25%, or \$1,250.00, will be distributed to the Class Members on a pro-rata basis.

The Settlement Administrator will determine each eligible Class Member's settlement payment. The settlement payment to each Class Member who does not submit a timely Opt-Out will depend upon the number of Qualifying Workweeks worked by the Class Member during the Class Period. Qualifying Workweeks is the total number of days

worked by a Class Member during the Class Period, divided by seven (7) days. Any remainder will be rounded up to the nearest week.

The Settlement Administrator will then use the following formula to determine settlement payment to each Class Member: Divide the Distributable Amount, by the total number of Qualifying Workweeks worked by each member of the Class during the Class Period, to determine the monetary value of each Qualifying Workweek. Then, multiply the number of each Class Member's Qualifying Workweeks by the value of each Qualifying Workweek, as calculated above. The resulting figure shall be rounded up to the nearest cent.

All settlement payments will be paid from the Distributable Amount. Since the parties have agreed that the settlement payments shall be treated as penalties, the Settlement Administrator also will be responsible for filing all required federal, state and local forms, e.g. 1099s, W-2s, etc.

Any checks not cashed within 120 days will be paid as follows: 50% to The Public Justice Foundation as a *cy pres* recipient, or such other *cy pres* designee as approved by the Court, 25% to the State Treasury for Deposit into the Trial Court Improvement and Modernization Fund, and 25% to the State Treasury for Deposit into the Equal Access Fund of the Judicial Branch.

6. WHAT DO CLASS MEMBERS GIVE UP TO OBTAIN RELIEF UNDER THE SETTLEMENT?

If the Settlement is approved, the Court will enter a Final Order and Judgment dismissing the Lawsuit "with prejudice" (*i.e.*, the Lawsuit cannot be filed again).

If you fail to timely submit an Opt-Out or request to be excluded from the Settlement, you will release the following claims, and will be barred from prosecuting any and all such claims against MIDWAY RENT A CAR, INC. DBA WILSHIRE LIMOUSINE SERVICE:

"Released Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action, which related to any and all claims which were alleged or could have been alleged based on the facts in the operative Complaint filed by Representative Plaintiffs, on their behalf and on behalf of the Class Members in this Action during the Class Period, including the date of preliminary approval of this proposed Settlement under any federal, state or local law, and shall specifically include, but is not limited to claims for failure to pay wages and overtime wages, failure to provide meal and rest periods, failure to pay reporting time wages under wage order no. 9-2001, failure to provide accurate wage statements, penalties under Labor Code § 203, penalties under Labor Code § 226, penalties under Labor Code § 558, penalties under the Private Attorneys General Act, Labor Code § 2699 et seq., violations of Business and Professions Code §§ 17200 et seq., any similar claims and any related statutory and/or civil penalties, which were alleged or could have been alleged based on the facts in the operative Complaint, and shall be inclusive of Representative Plaintiffs' attorney's fees and costs.

With Respect to Claims under the Fair Labor Standards Act, 29 U.S.C. § 201 *et. seq.*, you shall be deemed to have opted into a settlement of such claims if you cash a check for benefits under this Settlement.

The Judgment will resolve the Released Claims to the extent provided in the Settlement Agreement and will permanently bar all Class Members who do not request to be excluded from prosecuting any and all such Released Claims against MIDWAY RENT A CAR, INC. DBA WILSHIRE LIMOUSINE SERVICE. Unless you exclude yourself, you will remain bound by the Settlement, and you cannot sue, continue to sue or be a part of any other lawsuit about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you.

The precise definitions of the capitalized terms in the paragraphs above can be found in the Joint Stipulation and Settlement Agreement, which can be viewed at the Courthouse during normal business hours.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

If you wish to participate in the Settlement and receive a settlement payment, **you do not need to take any action, as you will automatically be entitled to receive the benefits under this settlement. You do not need to submit a Claim Form in order to receive settlement benefits. By not opting out of this settlement, you are consenting to the terms of the Settlement. MIDWAY RENT A CAR, INC. dba WILSHIRE LIMOUSINE SERVICE will not retaliate against any person who participates in this Settlement.**

Provided that you do not submit a timely Opt-Out or request to be excluded within the Opt-Out Period, you will receive a monetary settlement payment approximately February 5, 2018 (45 days) after the Final Approval Hearing which is scheduled to take place on December 21, 2017, if the Settlement is approved and no appeals are filed. Class Counsel, appointed and approved by the Court for settlement purposes only, will represent you.

Your monetary settlement payment will be based on the total number of Qualifying Workweeks you worked as non-exempt Driver/Chauffeur for MIDWAY RENT A CAR, INC. dba WILSHIRE LIMOUSINE SERVICE during the Class Period of May 31, 2009 to January 6, 2017.

Based on MIDWAY RENT A CAR, INC. dba WILSHIRE LIMOUSINE SERVICE's records, the approximate number of Qualifying Workweeks that you worked are <<WksWkd>> and the approximate amount of the settlement payment due to you is \$<<EstSet>>. Note that this amount is subject to change based on the final order of the Court.

If you believe the total number of Qualifying Workweeks attributed to you as indicated on this Notice is incorrect, you must submit supporting documentation, no later than November 17, 2017, to support the number of Qualifying Workweeks you claim to have worked during the Class Period to the Settlement Administrator at the following address:

Midway Rent A Car, Inc. Settlement Administrator
PO Box 404000
Louisville, KY 40233-4000

For your explanation and documentation to be considered, it must be postmarked by November 17, 2017. In the event of a dispute about the dates you worked or the Qualifying Workweeks you worked, the Settlement Administrator will compare MIDWAY RENT A CAR, INC. dba WILSHIRE LIMOUSINE SERVICE's payroll records with records you provide and will resolve the dispute.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment. If you fail to keep your address current, you may not receive your settlement payment.

8. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement or Opt-Out. To do so, you must submit a written request for exclusion or Opt-Out to the Settlement Administrator at the following address:

Midway Rent A Car, Inc. Settlement Administrator
PO Box 404000
Louisville, KY 40233-4000

To be valid, a written request for exclusion must: (1) state that you wish to be excluded; (2) contain your name (and former names, if any), current address, telephone number and, last four digits of your Social Security number; (3) be signed by you; and (4) be postmarked or fax stamped no later than November 17, 2017, and returned to the Settlement Administrator at the specified address.

If you submit a valid and timely Request for Exclusion or Opt-Out, you will no longer be a member of the Class, will be barred from participating in this Settlement, will not receive a Settlement Payment, will be barred from objecting to this Settlement, and will receive no monetary benefit from this Settlement.

9. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

If you have not submitted a timely exclusion request or Opt-Out, you can object to any of the terms of the Settlement before the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement, but you will also receive a monetary award. To object, you must mail your objection to the Settlement Administrator, at the address listed below, by November 17, 2017:

Midway Rent A Car, Inc. Settlement Administrator
PO Box 404000
Louisville, KY 40233-4000

Any written objections shall state the following: (1) your full name; (2) job title; (3) the dates of your employment with MIDWAY RENT A CAR, INC. DBA WILSHIRE LIMOUSINE SERVICE; (4) the last four digits of your Social Security number and/or Employee ID number; and (5) the specific basis for each objection (and any legal support for each objection).

10. WHAT IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The Settlement, if finally approved by the Court, will bind all Class Members who do not request to be excluded from the Settlement. Final approval of the Settlement will bar any Class Member who does not request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding the Released Claims with respect to the time period of May 31, 2009 to January 6, 2017.

11. WILL THE CLASS REPRESENTATIVE BE COMPENSATED FOR BRINGING THIS LAWSUIT?

Zorair Tahmasian will request of the Court an enhancement award of up to \$10,000.00 for his service as Class Representative and for his efforts in bringing the Lawsuit. The Court will make the final decision as to the amount to be paid to the Representative Plaintiff.

12. DO I HAVE A LAWYER IN THIS CASE?

The Court has ordered that the interests of Plaintiff and the Class Members are represented by:

Todd M. Friedman, Esq.	And	Asaf Agazanof, Esq.
Adrian R. Bacon, Esq.		Asaf Law APC
Law Offices of Todd M. Friedman, P.C.		11150 West Olympic Boulevard, Suite 1080
21550 Oxnard St. Suite 780		Los Angeles, California 90064
Woodland Hills, CA 91367		Telephone: (424) 254-8870
Phone: (877) 206-4741		Facsimile: (888) 254-0651
Fax: (866) 633-0228		

(“Class Counsel” or “Attorneys for the Class”). If you want to be represented by your own lawyer, you may hire one at your own expense.

13. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed approximately 33% of the Total Settlement Amount for their attorneys’ fees and litigation costs not exceeding \$82,666.67 and \$15,000.00 respectively. A copy of Class Counsel’s application for attorneys’ fees and litigation costs can be viewed at the Courthouse during normal business hours. These fees and costs are subject to the Court’s approval.

14. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys’ fees and litigation costs to Class Counsel; and to consider the request for an enhancement award to the Representative Plaintiffs.

15. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on December 21, 2017 at 8:30 a.m., in Department 323 of the Superior Court of the State of California, County of Los Angeles, Central Civil West, which is located at 600 South Commonwealth, Los Angeles, California 90005 (“Final Approval Hearing”).

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing unless you have timely filed an objection with the Court. However, you have the right to attend the Final Approval Hearing. If the Settlement is not approved by the Court or does not become final for some reason, the Lawsuit may continue.

16. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to. Unless you have requested exclusion, you may, at the Court’s sole discretion, appear and address the Court in person or through counsel, at your own expense, at the Final Approval Hearing. If you have requested exclusion from the Settlement, however, you may not speak at the Final Approval Hearing.

17. HOW DO I GET MORE INFORMATION?

To see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice and which provides a brief summary of what has happened in the Lawsuit), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the operative Complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this Settlement, you may view all such files at the Clerk's office at the Superior Court of the State of California, County of Los Angeles, Central Civil West Courthouse, during normal business hours. The Central Civil West Courthouse is located at 600 South Commonwealth Avenue, Los Angeles, California 90005.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the Midway Rent A Car, Inc. Class Action Settlement.

Midway Rent A Car, Inc. Settlement Administrator
PO Box 404000
Louisville, KY 40233-4000
www.WilshireLimousineSettlement.com
866-860-8928

You may also contact the Attorneys for the Class, whose names and contact information is listed above.

18. WHAT IF MY INFORMATION CHANGES?

It is your responsibility to inform the Midway Rent A Car, Inc. Settlement Administrator of your current and updated contact and mailing information by contacting the Settlement Administrator at the address or telephone number listed in this Notice.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO
THE CLERK OF THE COURT OR THE JUDGE**