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11 LLC, MYOBZ, LLC and MULTI-SITE MANAGEMENT

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN DIEGO - NORTH COUNTY DIVISION**

14 TIANA FLEMING, on behalf of the State of
15 California and Aggrieved Employees,

16 Plaintiffs,

17 vs.

18 AMERICAN RETAIL SERVICES; ARS
19 FRESNO, LLC; ARS WEST, LLC; MYOBZ,
20 LLC; MULTI-SITE MANAGEMENT, inclusive,

21 Defendants.

Case No.: 37-2021-00007716-CU-OE-NC

**STIPULATION FOR SETTLEMENT;
EXHIBITS**

Dept: N-28
Judge: Earl H. Maas, III

Action Filed: February 19, 2021
Trial Date: None Set

22 FRANK MEZA, individually and on behalf of all
23 others similarly situated,

24 Plaintiffs,

25 vs.

26 MULTI-SITE MANAGEMENT, LLC dba
27 ARCO, a California Limited Liability Company;
28 PORTER'S OF AMERICAN RETAIL
SERVICES, entity form unknown, and DOES 1-
50, inclusive,

Defendants.

Case No.: 37-2022-00037348-CU-OE-CTL

Dept: N-28
Judge: Earl H. Maas, III

Action Filed: September 16, 2022
Trial Date: None Set

FRANK MEZA, on behalf of the general public
as private attorney general,

Plaintiffs,

vs.

MULTI-SITE MANAGEMENT, LLC dba
ARCO, a California Limited Liability Company;
PORTER'S OF AMERICAN RETAIL
SERVICES, entity form unknown, and DOES 1-
50, inclusive,

Defendants.

Case No.: 37-2022-00047218-CU-OE-NC

Dept: N-28

Judge: Earl H. Maas, III

Action Filed: November 22, 2022

Trial Date: None Set

FRANCISCO CARRILLO, on behalf of himself,
class members,

Plaintiffs,

vs.

AMERICAN RETAIL SERVICES; ARS
FRESNO, LLC; ARS WEST, LLC; MYOBZ,
LLC; MULTI-SITE MANAGEMENT, inclusive,

Defendants.

Case No.: 37-2023-00050800-CU-OE-CTL

Dept: N-28

Judge: Earl H. Maas, III

Action Filed: November 21, 2023

Trial Date: None Set

INTRODUCTION AND RECITALS

Plaintiffs TIANA FLEMING, FRANK MEZA, and FRANCISCO CARRILLO ("Plaintiffs")
and Defendants AMERICAN RETAIL SERVICES; ARS FRESNO, LLC; ARS WEST, LLC;
MYOBZ, LLC; and MULTI-SITE MANAGEMENT, LLC, dba defendant PORTER'S OF
AMERICAN RETAIL SERVICES ("Defendants") (collectively, the "Parties") enter into this
Stipulation for Settlement ("Settlement") of the above-captioned civil actions pending in the Superior
Court of the State of California, County of San Diego (the "Court"), identified by Case Number 37-
2021-00007716-CU-OE-NC, 37-2022-037348-CU-OE-CTL, 37-2022-00047218-CU-OE-CTL, and
37-2023-00050800-CU-OE-NC (the "Lawsuits").

WHEREAS, on February 19, 2021, Plaintiff Fleming, on behalf of the State of California and
Aggrieved Employees, filed a Private Attorneys General Act ("PAGA") Complaint against Defendants
American Retail Services, ARS Fresno, LLC, ARS West, LLC, MYOBZ, LLC, and Multi-Site

1 Management alleging that Defendants (1) failed to provide legally compliant meal periods, (2) failed to
2 provide legally compliant rest periods, (3) failed to pay premium wages for missed meal and rest
3 breaks; (4) failed to pay overtime wages and failed to compensate for all hours worked, (5) failed to
4 provide timely and accurate wage statements, and (5) failed to timely pay all wages owed during
5 employment and at the time employment ends;

6 WHEREAS, on September 16, 2022, Plaintiff Meza, on behalf of himself and all others
7 similarly situated, filed a Class Action Complaint against Defendants Multi-Site Management, LLC,
8 dba defendant Porter's of American Retail Services, alleging that Defendants (1) failed to pay wages
9 including overtime as required by Labor Code Sections 510 and 1194, (2) failed to provide meal
10 periods as required by Labor Code Sections 226.7, 512 and IWC Wage Orders, (3) failed to provide
11 rest periods as required by Labor Code Sections 226.7 and 512 (4) failed to pay timely wages required
12 by Labor Code Section 203, (5) failed to timely pay wages during employment required by Labor
13 Code Section 204, (6) failed to provide accurate wage statements required by Labor Code Sections
14 226, 226.3 and 558.1 (7) failed to reimburse necessary business expenses required by Labor Code
15 Section 2802, (8) failed to pay reporting time pay, and (9) engaged in unlawful and/or unfair business
16 practices in violation of California Business and Professions Code section 17200 *et seq.* predicated on
17 the above alleged violations;

18 WHEREAS, on November 22, 2022, Plaintiff Meza, on behalf of the general public as private
19 attorney general, filed a PAGA Complaint against Defendants Multi-Site Management, LLC, dba
20 defendant Porter's of American Retail Services alleging that Defendants (1) failed to provide legally
21 compliant rest periods, (2) failed to provide legally compliant meal periods, (3) failed to pay overtime
22 and minimum wages; (4) failed to reimburse necessary business expenses; (5) failed to pay timely
23 wages upon separation from employment; (6) failed to pay timely wages during employment; (7) failed
24 to maintain accurate itemized wage statements; and (8) failed to pay reporting time pay;

25 WHEREAS, on August 24, 2023, Plaintiff Fleming, on behalf of herself, all others similarly
26 situated, the State of California and Aggrieved Employees, filed a First Amended Class and
27 Representative Action Complaint against Defendants American Retail Services, LLC, ARS Fresno,
28 LLC, ARS West, LLC, MYOBZ, LLC, and Multi-Site Management, LLC, alleging that Defendants (1)

1 failed to compensate employees for all time worked, (2) failed to pay minimum wages, (3) failed to
2 pay overtime wages, (4) failed to provide compliant meal breaks, or premium wages in lieu thereof, (5)
3 failed to provide compliant rest breaks, or premium wages in lieu thereof, (6) failed to timely pay
4 earned wages during employment and following separation from employment, (7) failed to provide
5 reimbursement for work-related expenses, (8) failed to provide accurate itemized wage statements, (9)
6 engaged in unlawful and/or unfair business practices in violation of California Business and
7 Professions Code section 17200 *et seq.* predicated on the above alleged violations;

8 WHEREAS, on November 21, 2023, Plaintiff Carrillo, on behalf of himself and all others
9 similarly situated, filed a Class Action Complaint against Defendants American Retail Services, LLC,
10 ARS Fresno, LLC, ARS West, LLC, MYOBZ, LLC, and Multi-Site Management, LLC, alleging
11 Defendants (1) failed to provide compliant meal periods or premium pay; (2) failed to provide
12 compliant rest periods or premium pay; (3) failed to pay minimum and overtime wages pursuant to
13 Labor Code Sections 1182.11, 1182.12, 1194, 1197, 1197.1 and 510, (4) failed to provide accurate and
14 itemized wage statements pursuant to Labor Code Section 226; (5) failed to provide unpaid and earned
15 wages at discharge or quitting pursuant to Labor Code Sections 201-203; (6) failed to reimburse
16 necessary business expenses pursuant to Labor Code Sections 2800 and 2802; and (7) engaged in
17 unlawful and/or unfair business practices in violation of California Business and Professions Code
18 section 17200 *et seq.* predicated on the above alleged violations;

19 WHEREAS, on February 27, 2024, the Court appointed counsel for Plaintiff Fleming and
20 Meza, Schneider Wallace Cottrell Konecky LLP (“SWCK” or “Interim Lead Counsel”) as interim lead
21 counsel for the Class;

22 WHEREAS, Defendants have denied, and continue to deny, all of the allegations made by
23 Plaintiffs in the Lawsuits, including the allegations in the Complaints and First Amended Complaint
24 filed by Plaintiff Fleming, Meza, and Carrillo;

25 WHEREAS, the Parties have engaged in arms-length negotiations concerning settlement of the
26 claims asserted in the Lawsuits, including multiple mediation sessions on September 15, 2022, and
27 March 12, 2024, with the Hon. Leo Papas, Ret., a well-respected and experienced mediator of complex
28 class action matters;

1 WHEREAS, the Parties had subsequent multiple follow-up sessions between the mediator and
2 the Parties, resulting in the Parties' agreement to enter into the proposed Settlement based on their
3 acceptance of a mediator's proposal;

4 WHEREAS, Interim Lead Counsel performed a thorough investigation of the law and facts
5 concerning the claims asserted in the Lawsuits, and have concluded that, primarily due to risks relating
6 to Defendant's financial condition, the substantial benefits to the Class Members and Aggrieved
7 Employees, as defined below, based on the terms set forth herein, are fair, reasonable, adequate and in
8 the best interests of all Class Members;

9 WHEREAS, counsel for Plaintiff Meza, James Hawkins APLC ("Hawkins") fully participated
10 in March 12, 2024 mediation session and have confirmed agreement with Interim Lead Counsel's
11 assessment;

12 WHEREAS, the Parties desire to settle the Lawsuits solely for the purpose of avoiding the risk
13 and uncertainty of continuing litigation, and for the purpose of putting to rest the controversies
14 engendered by the Lawsuit, with no party admitting liability or wrongdoing, based on the terms and
15 conditions set forth herein.

16 **TERMS OF SETTLEMENT**

17 **1. Additional Definitions.**

18 a) "Aggrieved Employees" mean Plaintiffs and all other hourly or non-exempt
19 workers employed by any of the Defendants in California at any time during the period from
20 December 16, 2019 to the date the Court grants preliminary approval, or within 60 days of the
21 execution of this Settlement by all Parties, whichever is sooner.

22 b) "Approval Hearing" means the hearing to be requested by Plaintiffs and
23 conducted by the Court after the filing by Plaintiffs of an appropriate motion, at which time Plaintiff
24 shall request that the Court approve the terms and conditions of the Settlement pursuant to California
25 Labor Code section 2699(1)(2), enter the Final Order and Judgment, and take other appropriate action.

26 c) "Claims Submission Period" means forty-five (45) days after the Settlement
27 Notices, as defined below, are mailed by the Settlement Administrator to Class Members.

28 d) Class Period. For purposes of this Settlement only, the "Class Period" shall

mean the period from February 19, 2017, to the date this Settlement is preliminarily approved by the Court, or within 60 days of the execution of this Settlement by all Parties, whichever is sooner.

e) “Class Members” and “Class”. “Class Members” and “Class” shall mean: “All current and former hourly or non-exempt employees of any of Defendants who worked in California at any time during the Class Period.” “Settlement Class Members” shall refer to and include Plaintiff and all Class Members who do not submit a valid and timely request for exclusion from the Settlement and the Class. At around the date of the mediation, Defendants estimated there are approximately [795] Class Members who worked a total of [65,049] workweeks.

f) Class Representatives. Subject to Court approval, Plaintiffs Tiana Fleming, Frank Meza, and Francisco Carrillo are the “Class Representatives” for purposes of this Settlement.

g) Class Counsel. Subject to Court approval, the law firms of Schneider Wallace Cottrell Konecky LLP and James Hawkins APLC, Plaintiffs’ counsel of record in the Lawsuits, are “Class Counsel” for purposes of this Settlement.

2. **Settlement Consideration.**

a) Gross Settlement Amount. Provided that this Settlement is preliminarily and finally approved by the Court, Defendants hereby agree to make a total maximum payment to resolve the Lawsuits in the amount of Five Hundred and Fifty Thousand Dollars and no cents (\$550,000.00) (hereinafter the “Gross Settlement Amount”) in resolution of the Lawsuits which shall include (i) all payments to Plaintiffs and other Settlement Class Members, (ii) all reasonable costs of settlement administration and related expenses, (iii) any enhancement or incentive payment to Plaintiffs, (iv) Plaintiffs’ reasonable attorneys’ fees and costs of suit in connection with prosecuting the Lawsuit, (v) PAGA payments to Settlement Class Members and to the California Labor and Workforce Development Agency (“LWDA”), with no more than 25% allocated to wages. Payment of the amount necessary to cover the employer’s portion of payroll taxes associated with the 25% portion of the Settlement Awards allocated to wages shall be made by Defendants, separate and apart from the Gross Settlement Amount.

b) Settlement Payment Terms. Defendants will provide the Gross Settlement Amount according to the schedule set forth in Section 12 below. Defendants shall make an initial

1 payment of \$200,000 upon entry of an order by the Court granting final approval of the Gross
2 Settlement Amount of \$550,000. The remaining \$350,000 will be payable by Defendants as follows:

3 c) \$100,000 on the one-year anniversary of the initial payment;
4 d) \$100,000 payable on the two-year anniversary of the initial payment, and
5 e) the balance of \$150,000 payable on the three-year anniversary of the initial
6 payment.

7 f) Gross Settlement Amount is Non-Reversionary. The Gross Settlement Amount
8 shall be non-reversionary. In no event shall less than the full amount of the Gross Settlement Amount
9 be paid by Defendants if the Settlement is preliminarily and finally approved by the Court. Subject to
10 the Court's approval, any Settlement Awards, as defined below, not cashed within 180 days of
11 issuance ("180-Day Check Cashing Deadline") shall go to the California State Controller – Unclaimed
12 Property Division, along with the identity of the Settlement Class Member to whom the funds belong.
13 In such event, the Settlement Class Member shall nevertheless remain bound by the Settlement and the
14 Final Approval Order and Judgment, as defined below.

15 **3. Allocation of Settlement Consideration and Calculation of Settlement Awards.**

16 a) Allocation of Gross Settlement Amount. The Parties agree that the Gross
17 Settlement Amount shall be allocated as follows pursuant to the Settlement, subject to approval by the
18 Court:

19 i. Payment of all reasonable costs of settlement administration to be performed by
20 Phoenix Class Action Administration Solutions, a neutral third-party settlement administrator (the
21 "Settlement Administrator"), in an amount not to exceed Eighteen Thousand Nine Hundred Fifty
22 Dollars (\$18,950.00), or as approved by the Court;

23 ii. Payment of an enhancement or incentive award to the Class Representatives in
24 the amount as follows:

- 25 1) \$20,000.00 to Plaintiff Fleming;
26 2) \$10,000.00 for Plaintiff Meza;
27 3) \$10,000.00 for Plaintiff Carrillo.
28 4) The enhancement awards are in recognition of Plaintiffs' efforts and

1 risks in assisting with the prosecution of the Lawsuits, which shall be
2 unopposed by Defendants. Any amount requested by Plaintiffs for an
3 enhancement or incentive award that is not awarded by the Court shall
4 become part of the Gross Settlement Amount and shall be distributed to
5 Settlement Class Members as part of their Settlement Awards;

6 iii. Payment of Plaintiffs' reasonable attorneys' fees for prosecuting the Lawsuits in
7 an amount not to exceed 35% of the Gross Settlement Amount, or \$192,500.00, which shall be
8 unopposed by Defendants. In the event the Court awards Class Counsel less than the requested
9 amount of attorneys' fees, the difference shall become part of the Gross Settlement Amount and shall
10 be distributed to Settlement Class Members as part of their Settlement Awards;

11 iv. Payment of Plaintiff's reasonable litigation costs in an amount not to exceed
12 \$83,619.00 which shall be unopposed by Defendants. In the event the Court awards Class Counsel
13 less than the requested amount of litigation costs, the difference shall become part of the Gross
14 Settlement Amount and shall be distributed to Settlement Class Members as part of their Settlement
15 Awards;

16 v. Payment in an amount not to exceed \$11,000.00 for penalties under PAGA, of
17 which \$8,250.00 shall be paid by the Settlement Administrator directly to the LWDA;

18 vi. The funds available for allocation to Settlement Class Members and Aggrieved
19 Employees shall be the net sum remaining from the Gross Settlement Amount after deducting the
20 Court-approved amounts of subparts (i) through (v) above of this Section (hereinafter the "Net
21 Settlement Amount"). The Net Settlement Amount shall be allocated to pay Settlement Awards, as
22 defined below, to Settlement Class Members under the formula set forth in Section 3(c) below.

23 b) Timing and Structure of the Allocation of the Gross Settlement Amount. The
24 Gross Settlement Amount will be allocated to the payment of the Settlement Administrator's costs, the
25 enhancement or incentive awards to Plaintiffs, Class Counsel's litigation costs, PAGA penalties, and
26 the Net Settlement Amount, according to the schedule set forth in Section 12 below.

27 c) Calculation of Settlement Awards.

28 Each Settlement Class Member/Aggrieved Employee shall receive a Settlement Award,

1 as defined below, based on an equitable share of the Net Settlement Amount based on the following
2 distribution formula:

3 The Net Settlement Amount divided by the Aggregate Eligible Workweeks (as defined
4 below) multiplied by the number of Eligible Workweeks (as defined below) worked by
5 the individual Settlement Class Member.

6 i. Using the data provided by Defendants in Section 6(b) below, the
7 Settlement Administrator shall calculate the total number of Eligible Workweeks worked by each
8 individual Settlement Class Member/Aggrieved Employee. “Eligible Workweeks” shall be determined
9 by assigning a value of “1 workweek” for each week that a Settlement Class Member/Aggrieved
10 Employee was employed by Defendants as an hourly or a non-exempt worker in California during the
11 Class Period. Defendants shall certify the number of Class Members during the Class Period.

12 ii. After calculating the Eligible Workweeks for each individual Settlement
13 Class Member/Aggrieved Employee, the Settlement Administrator shall then compute the sum total of
14 all Eligible Workweeks for all Settlement Class Member/Aggrieved Employees to arrive at an
15 aggregate total of all eligible weeks worked by all Settlement Class Member/Aggrieved Employee
16 (“Aggregate Eligible Workweeks”)

17 iii. After calculating the Aggregate Eligible Workweeks, the value of each
18 compensable workweek shall then be determined by dividing the Net Settlement Amount by the
19 Aggregate Eligible Workweeks. The dollar value of each compensable workweek shall then be
20 multiplied by the Eligible Workweeks for each individual Settlement Class Member/Aggrieved
21 Employee to arrive at a gross payment for that Settlement Class Member/Aggrieved Employee
22 (“Settlement Award”).

23 d) Tax Treatment of Settlement Awards.

24 i. The Settlement Administrator shall be responsible for calculating and deducting
25 all required payroll tax withholdings from the wage portion of each Settlement Class
26 Member/Aggrieved Employee’s Settlement Award. Settlement Awards will be paid out to Settlement
27 Class Members/Aggrieved Employees subject to reduction for all employee’s share of withholdings
28 and taxes associated with the wage-portion of the Settlement Awards, for which Settlement Class

1 Members/Aggrieved Employees shall be issued an IRS Form W-2 for the portions of the Settlement
2 Awards that are allocated to wages, if any. Settlement Class Members/Aggrieved Employees will
3 also be issued an IRS Form 1099 for the portions of the Settlement Awards that are allocated to
4 penalties and interest. The Settlement Administrator shall calculate the employer share of taxes and
5 provide Defendants with the total employer tax contributions within five (5) business days after the
6 final Settlement Award calculations are approved. Defendants shall deposit the calculated employer
7 tax contributions into the Settlement Administrator's designated account within seven (7) business
8 days after the Settlement Administrator provides Defendants with the amount of the total employer
9 tax contributions due. Amounts withheld will be remitted by the Settlement Administrator from the
10 Qualified Settlement Fund to the appropriate governmental authorities. Defendants shall cooperate
11 with the Settlement Administrator to provide payroll tax information as necessary to accomplish the
12 income and employment tax withholding on the wage portion of each Settlement Award, and the
13 Form 1099 reporting for the non-wage portion of each Settlement Award.

14 ii. The Settlement Administrator shall also be responsible for issuing the payments
15 to the applicable taxing authorities for all required state and federal taxes, and shall issue all tax
16 reporting forms and all reports required by all taxing authorities concerning the payments required
17 under this Settlement.

18 iii. The Settlement Administrator shall provide proof that these obligations have
19 been performed in the declaration required under Section 12(g) below.

20 iv. Settlement Awards shall be paid in four installments, as specified in Section 12
21 below, in the form of two checks per installment. Such checks shall be mailed by the Settlement
22 Administrator to Settlement Class Members/Aggrieved Employees. The first check shall constitute
23 twenty-five (25) percent of the Settlement Award and shall represent payment for all wages allegedly
24 owed to each Settlement Class Member. This payment shall be subject to all applicable payroll tax
25 withholdings and shall be reported to the applicable taxing authorities by the Settlement Administrator
26 by issuance of an IRS Form W-2 to each Settlement Class Member. The second check shall constitute
27 the other seventy-five (75) percent of the Settlement Award and shall represent payment for PAGA
28 penalties and all other penalties under the California Labor Code and for all statutory interest allegedly

1 owed to each Settlement Class member. The payment represented by the second check shall not be
2 subject to any payroll tax withholdings and shall be reported by the Settlement Administrator to the
3 applicable taxing authorities by issuance of an IRS Form 1099 to each Settlement Class Member.

4 v. The Parties acknowledge and agree that (1) no provision of this Settlement, and
5 no written communication or disclosure between or among the Parties, Class Counsel or counsel for
6 Defendants and other advisers, is or was intended to be, nor shall any such communication or
7 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
8 States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party
9 (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice
10 (including tax advice) in connection with this Settlement, (b) has not entered into this Settlement based
11 upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is
12 not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party
13 to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or
14 adviser to any other party has imposed any limitation that protects the confidentiality of any such
15 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
16 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
17 including any transaction contemplated by this Settlement. The Parties and their counsel shall be held
18 free and harmless from and against any claims resulting from the tax treatment of any payments made
19 pursuant to this Settlement, including the payments deemed non-taxable.

20 vi. Any enhancement or incentive award to Plaintiffs shall be paid without any
21 payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each Plaintiff
22 for such payment and each Plaintiff shall be solely and legally responsible to pay any and all
23 applicable taxes on such payment and shall submit to the Settlement Administrator a completed and
24 signed IRS Form W-9 in advance of and in order for the payment to be made.

25 vii. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for
26 the payment of all attorney fees and litigation costs as part of this Settlement. Class Counsel shall be
27 solely and legally responsible to pay all applicable taxes on such payment and shall submit to the
28 Settlement Administrator a completed and signed IRS Form W-9 in advance of and in order for the

1 payment to be made.

2 4. **Releases.**

3 a) Release By Class Members: Upon final approval by the Court, and once
4 Defendants discharge all of their obligations under the Settlement, Plaintiffs and each and every other
5 Class Member who does not submit a valid and timely request for exclusion from the Settlement and
6 the Class shall be deemed to have fully released and forever discharged through the end of the Class
7 Period any and all claims, rights, demands, liabilities, causes of action, losses, damages, wages,
8 premium payments, penalties, restitution, attorney fees, costs, interest and/or theories of liability,
9 whether known or unknown, that were asserted in the Lawsuit, or could have been asserted based upon
10 the facts alleged in the Lawsuit, against Defendants, their parent and subsidiary corporations and all
11 current and former owners, officers, directors, members, managers, employees, and agents thereof
12 (collectively, the “Released Parties”), including but not limited to, any and all claims for (1) failure to
13 pay all owed wages during and at termination of employment; (2) failure to provide legally compliant
14 meal periods and premium wages, (3) failure to provide legally compliant rest periods and premium
15 wages, (4) failure to provide timely and accurate wage statements, (5) failure to pay reporting time
16 pay, (6) failure to reimburse all business related expenses, (7) failure to pay minimum wage and
17 overtime, and (8) unlawful and/or unfair business practices in violation of California Business and
18 Professions Code section 17200 *et seq.* predicated on the above alleged violations from the Complaint
19 and First Amended Complaint (hereafter the “Released Claims”). Settlement Class Members do not
20 release claims or actions to enforce the settlement, claims for vested benefits, wrongful termination,
21 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
22 security, workers’ compensation, or claims based on facts occurring outside the Class Period.

23 b) PAGA Release: Upon final approval by the Court, and once Defendants
24 discharge all of their obligations under the Settlement, the State of California and Aggrieved
25 Employees, including Plaintiffs, shall be deemed to have fully released and forever discharged through
26 all claims, rights, demands, liabilities, causes of action, losses, civil penalties, restitution, attorney fees,
27 costs, interest and/or theories of liability under the PAGA, whether known or unknown, that were
28 asserted in the Lawsuit, or could have been asserted based upon the facts alleged in the Lawsuit,

1 against Defendants and the Released Parties.

2 c) Notwithstanding the foregoing, neither the Released Claims nor the amounts
3 paid under this Settlement shall be credited toward any benefit plans, including any profit-sharing
4 plans or bonus plans, to which any Class Member is eligible to participate. Rather, it is the Parties'
5 intention that this Settlement shall not affect any rights or amounts to which any Class Member may be
6 entitled under any such plans.

7 d) Plaintiffs shall be enjoined from filing or prosecuting any other cases, claims or
8 administrative proceedings involving any Released Claims prior to the Court's determination as to
9 whether to finally approve this Settlement.

10 e) Additional Release By The Class Representatives. Upon final approval by the
11 Court, and once Defendants discharge all of their obligations under the Settlement, Plaintiffs shall be
12 deemed to have waived and released, through the end of the Class Period, in addition to the Released
13 Claims, any and all claims, obligations, demands, actions, rights, causes of action, losses, damages,
14 wages premium payments, penalties, restitution, attorney fees, costs, interest and liabilities against
15 Defendants or any of the other Released Parties, of any kind, nature, character, and/or description
16 whatsoever, whether sounding in tort, contract, common law, and/or federal, state or local law, statute,
17 ordinance or regulation, whether known or unknown, including, but not limited to, any claim which
18 relates in any way to Plaintiffs' employment with and separation of employment from Defendants.
19 Plaintiff further releases all claims against Defendants and the other Released Parties under California
20 Civil Code Section 1542, which states: "**A general release does not extend to claims that the**
21 **creditor or releasing party does not know or suspect to exist in his or her favor at the time of**
22 **executing the release and that, which if known by him or her would have materially affected his**
23 **or her settlement with the released party.**" This paragraph expressly does not include a release of
24 any claims that cannot be released hereunder by law.

25 5. **Preliminary Approval of Settlement.** Plaintiffs shall promptly move the Court for an
26 order (a) preliminarily approving this Settlement and conditionally certifying a Class for Settlement
27 purposes only, (b) approving the notice of the Settlement to be provided to the Class Members, (c)
28 establishing a procedure for the Class Members to exclude themselves from the Settlement and to

1 object to the Settlement, and **(d)** scheduling a hearing on final approval of the Settlement. Class
2 Counsel shall coordinate with Defendants' counsel the filing of the preliminary approval motion. No
3 later than ten (10) court days after the motion for preliminary approval is served and filed,
4 Defendants shall serve and file a declaration containing evidence of their financial condition to
5 substantiate the Settlement. Defendants and their counsel agree to cooperate in good faith to provide
6 any additional information the Court may require to approve this Settlement. Plaintiffs shall request
7 that the Court enter an order granting preliminary approval of the Settlement ("Preliminary Approval
8 Order"), substantially in the form attached hereto as **Exhibit A**. The Parties agree that the conditional
9 certification of the Class for settlement purposes only is in no way an admission by Defendants that
10 class certification would otherwise be proper.

11 **6. Settlement Administration and Court Approved Notice.**

12 a) Settlement Administrator. The Settlement Administrator's duties shall include,
13 among other things specified in this Settlement, mailing the notice of Settlement to Class
14 Members/Aggrieved Employees, receiving requests for exclusion from Class Members, performing
15 address updates and verifications as necessary, computing the amount of and distributing Settlement
16 Awards, distributing attorneys' fees and litigation costs to Class Counsel, establishing a Qualified
17 Settlement Fund ("QSF"), as defined by the Internal Revenue Code, in which the Gross Settlement
18 Amount shall be placed and from which payments shall be made, issuing tax reporting forms, making
19 payments and remitting funds to appropriate government entities for all employer and employee
20 payroll tax withholding obligations arising from the Settlement and preparing and submitting all filings
21 required by law. All of the Settlement Administrator's reasonable costs and fees shall be paid from the
22 Gross Settlement Amount, subject to approval by the Court, and as set forth in Section 3(a)(i) above.

23 b) Settlement Class Data. Within ten (10) calendar days after the entry of the
24 Preliminary Approval Order, Defendants shall provide to the Settlement Administrator a spreadsheet,
25 in a searchable electronic format, which contains the following information for each Class Member
26 and Aggrieved Employee: (i) name, (ii) last known address, (iii) last known telephone number, (iv)
27 social security number, and (v) the beginning date and ending date the Class Member and Aggrieved
28 Employee was employed by Defendants during the Class Period (the "Class List"). In advance of

1 being provided the Class List, the Settlement Administrator shall agree in writing to maintain the Class
2 List in a secure manner. Upon receipt of the Class List, the Settlement Administrator shall perform a
3 search based on the National Change of Address Database maintained by the United States Postal
4 Service to update and correct any known or identifiable address changes. The Settlement
5 Administrator shall exercise its best judgment to determine the current mailing address for each Class
6 Member. The address identified by the Settlement Administrator as the current mailing address shall
7 be presumed to be the most current mailing address for each Class Member. The Parties agree that this
8 procedure for notice provides the best practical notice to Class Members and fully complies with due
9 process.

10 c) Notice to Class Members. Within twenty-five (25) calendar days after the entry
11 of the Preliminary Approval Order, and after the requirements of Section 6(b) above are satisfied, the
12 Settlement Administrator shall mail a Notice of Proposed Class Action Settlement and Final Hearing
13 (the “Settlement Notice”) to all Class Members via first class regular U.S. mail. The Settlement Notice
14 shall be substantially in the form attached hereto as **Exhibit B**. The Settlement Notice, among other
15 things, shall identify the number of Eligible Workweeks applicable to that individual as well as the
16 Class Member/Aggrieved Employee’s estimated Settlement Award. Upon receipt of any Settlement
17 Notice returned as undeliverable from the initial mailing, the Settlement Administrator shall promptly
18 attempt to determine a correct address by the use of skip-tracing or other type of automated search
19 using the name, address and social security number of the Class Member/Aggrieved Employee
20 involved, and shall then re-mail the Settlement Notice within five (5) days to any more-recent address
21 identified for the Class Member/Aggrieved Employee. The Parties agree that this procedure provides
22 the best practical notice to Class Members/Aggrieved Employees and fully complies with due process.
23 If these procedures are followed, notice to Class Members/Aggrieved Employees shall be deemed to
24 have been fully satisfied, and if the intended recipient of the Settlement Notice still does not receive
25 the Settlement Notice, the intended recipient shall nevertheless be bound by all terms of the Settlement
26 and the Final Approval Order and Judgment, as defined below.

27 d) Certification of Notice. At least twenty (20) court days prior to the hearing to
28 finally approve the Settlement, the Settlement Administrator shall provide to the Parties, for filing with

1 the Court, a written declaration under oath specifying that, pursuant to the Court's Preliminary
2 Approval Order, it mailed the Court-approved Settlement Notice to all Class Members/Aggrieved
3 Employees and complied with all other requirements of the Settlement, specifying the number of
4 requests for exclusion and objections received and attaching copies of such requests for exclusion and
5 objections as exhibits to the declaration.

6 **7. Objections and Exclusions.**

7 a) Procedure for Exclusion by Class Members From the Settlement. The
8 Settlement Notice shall explain that Class Members who wish to exclude themselves from the Class
9 and Settlement must timely submit a request for exclusion. The request for exclusion must: (1)
10 contain the name, address, telephone number of the person requesting exclusion; (2) be signed by the
11 Class Member; and (3) be postmarked or delivered to the Settlement Administrator, Class Counsel and
12 counsel for Defendants no later than forty-five (45) calendar days after the initial mailing of the
13 Settlement Notice or ten (10) calendar days after any re-mailing of the Settlement Notice. Any Class
14 Member who timely and properly requests to be excluded from the Class and Settlement shall not be
15 entitled to any benefits under the Settlement and shall not be bound by the terms of the Settlement nor
16 shall the Class Member have any right to object to the Settlement or appeal from the entry of the Final
17 Approval Order and Judgment as defined below. Class Members who do not submit a valid and timely
18 request for exclusion shall be bound by all terms of the Settlement and the Final Approval Order and
19 Judgment entered in the Lawsuit if the Settlement is finally approved by the Court. No later than ten
20 (10) calendar days after the deadline to submit a request for exclusion, the Settlement Administration
21 shall provide counsel for Defendants with a complete list of all Class Members who submitted a timely
22 and valid request for exclusion. Aggrieved Employees cannot opt out of the PAGA component of the
23 Settlement.

24 b) Procedure for Objecting to the Settlement: The Settlement Notice shall advise
25 Class Members/Aggrieved Employees of their right to object to the Settlement. To be valid, an
26 objection must (i) be in writing and signed by the Class Member/Aggrieved Employee, (ii) identify
27 each specific objection, as well as its basis and any legal support for each objection, (iii) state the Class
28 Member/Aggrieved Employee's full name and address, and (iv) be postmarked or delivered to the

1 Settlement Administrator, Class Counsel and counsel for Defendants no later than forty-five (45)
2 calendar days after the initial mailing of the Settlement Notice or ten (10) calendar days after any re-
3 mailing of the Settlement Notice. Class Members/Aggrieved Employees may also appear at the final
4 approval hearing to object. The Court retains final authority with respect to the consideration and
5 admissibility of any Settlement Class Member's objections. To the extent a timely objection is
6 withdrawn before final approval, such an objection shall be treated as though no objection has been
7 made.

8 **8. Disputes Regarding Workweeks.** Class Members/Aggrieved Employees shall be
9 provided the right to dispute the number of Eligible Workweeks identified in their respective
10 Settlement Notices. Any dispute and supporting documentation shall be provided to the Settlement
11 Administrator within forty-five (45) calendar days of the initial mailing or ten (10) calendar days of
12 any re-mailing of the Settlement Notice to the extent a request for exclusion has not been submitted.
13 Defendants' records regarding Eligible Workweeks shall be presumed determinative, but the
14 Settlement Administrator shall evaluate any evidence submitted by any Class Member/Aggrieved
15 Employee to the contrary in calculating Settlement Awards. The Settlement Administrator's
16 determination of who is a Settlement Class Member/Aggrieved Employee and the determination of the
17 gross and net amounts of the Settlement Awards under the terms of the Settlement shall be conclusive,
18 final and binding, although such determinations shall be subject to review by counsel for the Parties
19 and the Court.

20 **9. Final Approval Hearing and Order.**

21 a) Motion for Final Approval of the Settlement. At least sixteen (16) court days
22 prior to the hearing on final approval of the Settlement, or within such other time frame as the Court
23 may require, Plaintiffs shall file and serve a Motion for Final Approval seeking a determination that
24 the Settlement is just, fair, equitable, reasonable, adequate and in the best interests of the Class and
25 Aggrieved Employees, and directing the Parties to carry out the provisions of this Settlement.

26 b) Final Approval Order and Judgment. At the hearing on final approval of the
27 Settlement, Plaintiffs shall request that the Court enter a final approval order and judgment,
28 substantially in the form attached hereto as **Exhibit C** (the "Final Approval Order and Judgment"),

1 which shall specify, among other things, that Plaintiffs and all other Class Members who have not
2 submitted valid and timely requests for exclusion are bound by the release described in the Settlement
3 and Settlement Notice. The Parties shall also jointly request that the Court maintain continuing
4 jurisdiction over the construction, interpretation, implementation, and enforcement of this Settlement
5 in accordance with its terms, and over the administration and distribution of the Settlement proceeds.

6 **10. Approval of Attorneys' Fees, Costs and Class Representative Enhancement.**

7 Concurrently with filing the Motion for Final Approval, Plaintiffs and Class Counsel shall request that
8 the Court, as part of the Final Approval Order and Judgment, approve the Class Representatives'
9 enhancement or incentive payment, the payment of PAGA penalties, reasonable attorneys' fees and
10 litigation costs incurred by Class Counsel in the Lawsuit and the Settlement Administrator's
11 reasonable costs, as detailed above in Section 3(a). Defendants shall not oppose these requests to the
12 extent they are consistent with the Settlement.

13 **11. Effective Date.** The "Effective Date" of the Settlement shall be the later of (a) the date
14 which is sixty (60) days after notice of entry of a final order and judgment if no notice is filed within
15 that time seeking appeal of the final order and judgment and if no motion for extension to appeal is
16 filed; or (b) if a notice of appeal is filed, whether or not the time to do so has been extended, the date
17 upon which all appellate and/or other proceedings resulting from the notice of appeal have been finally
18 terminated in such a manner as to permit the final order and judgment to take effect.

19 **12. Settlement Funding and Distribution.** As a material term of the Settlement,
20 Defendants' financial obligations under the Settlement shall be satisfied as follows:

21 a) No later than seven (7) calendar days after the Effective Date, Defendants shall
22 cause Two Hundred Thousand Dollars (\$200,000.00) of the Gross Settlement Amount to be deposited
23 into the QSF created by the Settlement Administrator.

24 b) Defendants shall pay the remaining \$350,000.00 of the total settlement of
25 \$550,000 as follows: \$100,000 on the one-year anniversary of the initial payment set forth in 12(a);
26 \$100,000 payable on the two-year anniversary of the initial payment set forth in 12(a); and the balance
27 of \$150,000 payable on the three-year anniversary of the set forth in 12(a).

28 c) No later than fourteen (14) calendar days after each deposit by Defendants, the

Settlement Administrator shall distribute the sums approved by the Court in connection with Sections 3(a)(i) - (vi) – *i.e.*, the payment of costs for the Settlement Administrator, the enhancement or incentive award for the Class Representatives, the payment of attorneys’ fees and costs to Class Counsel, the payment of Class Counsel’s litigation costs, the PAGA penalties, and the Net Settlement Amount – according to the following schedule:

	7 days after Effective Date (“First Funding Date”)	One year after the First Funding Date	Two years after the First Funding Date	Three years after the First Funding Date
Funding by Defendants	\$200,000.00	\$100,000.00	\$100,000.00	\$150,000.00
Enhancement/incentive awards	Full approved award	---	---	---
Settlement Administrator’s costs	1/3 of approved costs	1/3 of approved costs	1/3 of approved costs	---
Class Counsel’s fees	35% (or approved percentage of Gross Settlement Amount) of \$200,000.000	35% (or approved percentage of Gross Settlement Amount) of \$100,000.000	35% (or approved percentage of Gross Settlement Amount) of \$100,000.000	35% (or approved percentage of Gross Settlement Amount) of \$150,000.000
Class Counsel’s costs	50% of approved costs	50% of approved costs	---	---
PAGA penalties	---	---	---	Full approved PAGA penalties

d) Within fourteen (14) calendar days after each payment by Defendants is made, the Settlement Administrator shall mail all checks and/or initiate all wire transfers necessary to pay all remaining monetary obligations required under the Settlement to Settlement Class Members, the Class Representative, Class Counsel, the LWDA, the Settlement Administrator, and the applicable taxing authorities.

e) The timing and amounts of Defendants’ funding set forth in herein are material terms of this Settlement. In the event the Court fails to approve these terms, the Settlement shall be rendered *null and void ab initio* and the Parties shall be restored to their litigation positions before entering into this Settlement. To the extent that the Court requires the Parties to use an alternate distribution plan, the Parties may, at their sole discretion, revise Section 12 by executing an addendum to this Settlement.

f) Within ten (10) calendar days of the Check Cashing Deadline for the second and third payments (e.g., the \$100,000 on the one-year anniversary of the initial payment set forth in 12(a); \$100,000 payable on the two-year anniversary of the initial payment set forth in 12(a)), the Settlement

1 Administrator shall provide to Class Counsel and counsel for Defendants a report regarding the status
2 of distribution.

3 g) Within ten (10) calendar days of making the final payment by Defendants as set
4 forth herein, the Settlement Administrator shall provide to Class Counsel and counsel for Defendants,
5 for filing with the Court by Class Counsel, a declaration verifying under oath that the Settlement
6 Administrator has satisfied all of its obligations under this Settlement.

7 13. **Notice To Counsel.** All notices, requests, demands and other communications required
8 or permitted to be given pursuant to this Settlement shall be in writing and shall be delivered
9 personally or mailed, postage prepaid, by first-class mail, to the undersigned counsel at their respective
10 addresses as set forth herein.

11 14. **Cooperation in Obtaining Court Approval and Effect of Non-Approval.**

12 a) Plaintiffs and Class Counsel agree and shall represent to the Court that the
13 Settlement is fair, reasonable, adequate and in the best interests of all Class Members/Aggrieved
14 Employees. The Parties shall cooperate in obtaining judicial approval of the Settlement. If the Court
15 does not approve the Settlement at either the preliminary or final approval stages, the Parties agree to
16 use their best efforts to resolve any issue identified by the Court that resulted in disapproval. If this
17 Settlement otherwise is not preliminarily and finally approved by the Court, or is terminated,
18 rescinded, cancelled, or fails to become effective for any reason, then Defendants shall be under no
19 obligation to make any payments specified herein, the Settlement shall be rendered null and void, and
20 the Parties shall be restored to their litigation positions prior to entering into this Settlement.

21 15. **No Admission of Liability.** This Settlement reflects a compromise and shall not be
22 construed as an admission of liability by Defendants or any of the other Released Parties at any time or
23 for any purpose. Defendants and the other Released Parties expressly deny any wrongdoing as alleged
24 in the Lawsuit and/or that they are liable to any of their current or former employees. Defendants and
25 the other Released Parties contend they have complied with all applicable laws.

26 16. **Disputes Relating to Settlement Administration.** Any disputes concerning
27 administration of the Settlement which cannot be resolved by the Settlement Administrator with the
28 assistance of counsel for the Parties shall be submitted to and resolved by the Court.

1 17. **Construction.** The Parties agree that the terms and conditions of this Settlement are the
2 result of lengthy, intensive, arm's-length negotiations between the Parties, and that this Settlement
3 shall not be construed in favor of or against any Party by reason of the extent to which any Party or his
4 or its counsel participated in the drafting of this Settlement.

5 18. **Confidentiality:** Plaintiffs and Class Counsel agree to keep the terms of this Settlement
6 confidential to the fullest extent possible, but this shall in no way preclude, impede and/or impair the
7 fulfillment of their obligations as Class Counsel and/or Class Representatives to obtain preliminary and
8 final approval of the Settlement. No Party or their counsel shall at any time issue media releases
9 and/or otherwise communicate with the public, including through any website or media, regarding the
10 fact or terms of this Settlement. Nothing in this provision is intended to prohibit: (i) Plaintiffs from
11 discussing this settlement with their spouse, attorneys, or tax advisors; (ii) Class Counsel from citing
12 the Settlement in this case as evidence supporting their competence as counsel in wage/hour and/or
13 class action matters in public court filings; or (iii) Class Counsel from communicating with the
14 Plaintiffs in this case, discussions with Class Members regarding the settlement, the LWDA, or with
15 the court in which this action is pending.

16 19. **Communications with the Class Members and Aggrieved Employees.** To preserve
17 the integrity of the Settlement, upon execution of this Settlement, and continuing throughout the
18 pendency of the approval process, Defendants shall not discuss the Settlement or its terms with any
19 Class Member/Aggrieved Employee who has not properly excluded himself or herself from the Class.
20 If Defendants are contacted by such a Class Member/Aggrieved Employee about the Settlement,
21 Defendants shall immediately forward the inquiry to Class Counsel. At no time shall any of the Parties
22 or their counsel or their agents solicit or otherwise encourage Class Members or any other persons to
23 submit requests for exclusion from the Settlement or written objections to the Settlement, or encourage
24 Class Members/Aggrieved Employees or any other person to appeal from any final order or judgment.

25 20. **California Law.** This Settlement shall be governed by and interpreted in accordance
26 with the laws of the State of California.

27 21. **Titles and Captions.** Paragraph titles or captions contained herein are inserted as a
28 matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of

1 this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a
2 recital.

3 22. **Modification.** This Settlement may not be changed, altered, or modified, except in
4 writing and signed by the Parties, and approved by the Court. This Settlement may not be discharged
5 except by performance in accordance with its terms or by a writing signed by the Parties and approved
6 by the Court.

7 23. **Integration Clause.** This Settlement contains the entire agreement between the Parties
8 relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous
9 agreements, understandings, representations, and statements, whether oral or written and whether by a
10 Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in a
11 writing signed by the Parties or their authorized representatives.

12 24. **Binding on Assigns.** This Settlement shall be binding upon and inure to the benefit of
13 the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

14 25. **Parties' Authority.** The signatories hereby represent that they are fully authorized to
15 enter into this Settlement and bind the Parties to the terms and conditions hereof.

16 26. **Execution in Counterparts.** This Settlement may be executed in any number of
17 counterparts, and when each Party and its counsel has signed and delivered at least one such
18 counterpart, each counterpart shall be deemed an original, and, when taken together with other signed
19 counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all
20 Parties.

21 IN WITNESS WHEREOF, the undersigned have duly executed this Settlement as of the date
22 indicated below:

23
24 Dated: 11 / 04 / 2024

PLAINTIFF TIANA FLEMING

25
26 By: 
27 TIANA FLEMING
28

1 Dated: 11/1/2024

PLAINTIFF FRANK MEZA

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By: ^{DocuSigned by:}
Frank A Meza
E30B6176077C46D...
FRANK MEZA

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6 Dated:

PLAINTIFF FRANCISCO CARRILLO

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8

By: _____
FRANCISCO CARRILLO

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11 Dated: 11/19/2024

DEFENDANT AMERICAN RETAIL SERVICES

12

13

By: Howard Bode
HOWARD BODE, Managing Member of
Defendant AMERICAN RETAIL SERVICES

14

15

16 Dated: 11/19/2024

DEFENDANT ARS FRESNO, LLC

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By: Howard Bode
HOWARD BODE, Managing Member of
Defendant ARS FRESNO, LLC

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21 Dated: 11/19/2024

DEFENDANT ARS WEST, LLC

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By: Howard Bode
HOWARD BODE, Managing Member of
Defendant ARS WEST, LLC

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Dated:

PLAINTIFF FRANK MEZA

By: _____
FRANK MEZA

Dated: 11 / 04 / 2024

PLAINTIFF FRANCISCO CARRILLO

By:  _____
FRANCISCO CARRILLO

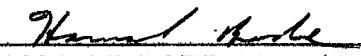
Dated: 11/19/2024

DEFENDANT AMERICAN RETAIL SERVICES

By:  _____
HOWARD BODE, Managing Member of
Defendant AMERICAN RETAIL SERVICES

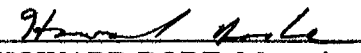
Dated: 11/19/2024

DEFENDANT ARS FRESNO, LLC

By:  _____
HOWARD BODE, Managing Member of
Defendant ARS FRESNO, LLC

Dated: 11/19/2024

DEFENDANT ARS WEST, LLC

By:  _____
HOWARD BODE, Managing Member of
Defendant ARS WEST, LLC

1 Dated: 11/19/2024

DEFENDANT MYOBZ, LLC

2
3 By: Howard Bode
4 HOWARD BODE, Managing Member of
5 Defendant MYOBZ, LLC

6 Dated: 11/19/2024

DEFENDANT MULTI-SITE MANAGEMENT, LLC

7
8 By: Howard Bode
9 HOWARD BODE, Managing Member of
10 Defendant MULTI-SITE MANAGEMENT,
11 LLC, dba PORTER'S AMERICAN RETAIL
12 SERVICES

12 Approved as to form:

13 Dated: 11/4/2024

SCHNEIDER WALLACE COTTRELL KONECKY
LLP

14
15 By: Carolyn H. Cottrell
16 CAROLYN H. COTTRELL
17 ESTHER L. BYLSMA
18 SANDRA ACOSTA TELLO
19 Attorneys for Plaintiffs, TIANA FLEMING and
20 FRANCISCO CARRILLO, all others similarly
21 situated, and all Aggrieved Employees

22 Dated:

JAMES HAWKINS APLC

23 By: _____
24 JAMES R. HAWKINS
25 GREGORY MAURO
26 MICHAEL CALVO
27 LAUREN FALK
28 AVA ISSARY
Attorneys for Plaintiffs, FRANK MEZA, all
others similarly situated, and all Aggrieved
Employees

1 Dated: 11/19/2024

DEFENDANT MYOBZ, LLC

2

3

By: Howard Bode
HOWARD BODE, Managing Member of
Defendant MYOBZ, LLC

4

5

6 Dated: 11/19/2024

DEFENDANT MULTI-SITE MANAGEMENT, LLC

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8

By: Howard Bode
HOWARD BODE, Managing Member of
Defendant MULTI-SITE MANAGEMENT,
LLC, dba PORTER'S AMERICAN RETAIL
SERVICES

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10

11

12 Approved as to form:

13 Dated:

SCHNEIDER WALLACE COTTRELL KONECKY
LLP

14

15

By: _____
CAROLYN H. COTTRELL
ESTHER L. BYLSMA
SANDRA ACOSTA TELLO
Attorneys for Plaintiffs, TIANA FLEMING and
FRANCISCO CARRILLO, all others similarly
situated, and all Aggrieved Employees

16

17

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20 Dated: 11/01/2024

JAMES HAWKINS APLC

21

By: James R. Hawkins
JAMES R. HAWKINS
GREGORY MAURO
MICHAEL CALVO
LAUREN FALK
AVA ISSARY
Attorneys for Plaintiffs, FRANK MEZA, all
others similarly situated, and all Aggrieved
Employees

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1 Dated: 11/20/2021

CAIETTI LAW GROUP, APC

2
3 By:

4 ROBERT M. CAIETTI
Attorneys for Defendants, AMERICAN
5 RETAIL SERVICES, ARS FRESNO, LLC,
6 ARS WEST, LLC, MYOBZ, LLC and
7 MULTI-SITE MANAGEMENT
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EXHIBIT A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO - NORTH COUNTY DIVISION**

TIANA FLEMING, on behalf of the State of
California and Aggrieved Employees,

Plaintiffs,

vs.

AMERICAN RETAIL SERVICES; ARS
FRESNO, LLC; ARS WEST, LLC; MYOBZ,
LLC; MULTI-SITE MANAGEMENT, inclusive,

Defendants.

Case No.: 37-2021-00007716-CU-OE-NC

**[PROPOSED] ORDER PRELIMINARILY
APPROVING SETTLEMENT OF
LAWSUITS**

Dept: N-28

Judge: Earl H. Maas, III

Action Filed: February 19, 2021

Trial Date: February 9, 2024

FRANK MEZA, individually and on behalf of all
others similarly situated,

Plaintiffs,

vs.

MULTI-SITE MANAGEMENT, LLC dba
ARCO, a California Limited Liability Company;
PORTER'S OF AMERICAN RETAIL
SERVICES, entity form unknown, and DOES 1-
50, inclusive,

Case No.: 37-2022-00037348-CU-OE-CTL

Dept: N-28

Judge: Earl H. Maas, III

Action Filed: September 16, 2022

Trial Date: June 28, 2024

1 Defendants.
2
3 FRANK MEZA, on behalf of the general public
as private attorney general,
4 Plaintiffs,
5 vs.
6 MULTI-SITE MANAGEMENT, LLC dba
ARCO, a California Limited Liability Company;
7 PORTER'S OF AMERICAN RETAIL
SERVICES, entity form unknown, and DOES 1-
8 50, inclusive,
9 Defendants.
10

Case No.: 37-2022-00047218-CU-OE-NC

Dept: N-28
Judge: Earl H. Maas, III

Action Filed: November 22, 2022
Trial Date: June 28, 2024

11 FRANCISCO CARRILLO, on behalf of himself,
class members,
12 Plaintiffs,
13 vs.
14 AMERICAN RETAIL SERVICES; ARS
FRESNO, LLC; ARS WEST, LLC; MYOBZ,
15 LLC; MULTI-SITE MANAGEMENT, inclusive,
16 Defendants.
17

Case No.: 37-2023-00050800-CU-OE-CTL

Dept: N-28
Judge: Earl H. Maas, III

Action Filed: November 21, 2023
Trial Date: None Set

18 The Court, having considered the papers submitted in support of Plaintiffs Tiana Fleming,
19 Frank Meza, and Francisco Carrillo's ("Plaintiffs") Motion for Preliminary Approval of Settlement,
20 including the Stipulation for Settlement ("Settlement") and the Exhibits thereto, HEREBY ORDERS
21 AS FOLLOWS:

22 1. This Preliminary Approval Order hereby incorporates by reference the definitions in the
23 Settlement, and all terms herein shall have the same meaning as set forth in the Settlement.

24 2. The Court hereby preliminarily finds that the Settlement is the product of informal, non-
25 collusive negotiations conducted at arms' length by the Plaintiffs and Defendants American Retail
26 Services, ARS Fresno, LLC, ARS West, LLC, MYOBZ, LLC, and Multi-Site Management, LLC, dba
27 Defendant Porter's of American Retail Services ("Defendants," and together with the Plaintiffs, the
28

1 “Parties”). The Court has considered the alleged merit of Plaintiffs’ claims, Defendants’ defenses and
2 potential liability, Defendants’ financial condition, the allocation of Settlement proceeds among Class
3 Members and the fact that the Settlement represents a compromise of the Parties’ respective positions.

4 3. The Court grants preliminary approval of the Settlement based on the terms set forth in
5 the Settlement and preliminarily finds that the Settlement is fair, adequate, and reasonable to all Class
6 Members.

7 4. The Court hereby certifies, for purposes of settlement only, the following class (the
8 “Class”):

9 All current and former hourly or non-exempt employees of any of
10 Defendants who worked in California at any time during the period from
11 February 19, 2017 to [to the date this Settlement is preliminarily approved
by the Court, or within 60 days of the execution of this Settlement by all
Parties, whichever is sooner].

12 5. The Court finds, for purposes of settlement only, that the Class meets the requirements
13 for certification under California Code of Civil Procedure section 382 and Rule 3.769 of the California
14 Rules of Court in that: (1) the Class is so numerous that joinder of all members is impractical; (2) there
15 are questions of law and fact that are common to the Class which predominate over individual issues;
16 (3) Plaintiffs’ claims are typical of the claims of the Class; (4) Plaintiffs and their counsel will fairly
17 and adequately protect the interests of the Class; and (5) a class action is superior to other available
18 methods for the fair and efficient adjudication of the controversy.

19 6. Plaintiffs Tiana Fleming, Frank Meza, and Francisco Carrillo are conditionally
20 approved as the Class Representatives.

21 7. Plaintiffs’ counsel, the law firms of Schneider Wallace Cottrell Konecky LLP and
22 James Hawkins APLC, are conditionally approved as Class Counsel.

23 8. The Court approves of Phoenix Class Action Administrative Solutions as the
24 Settlement Administrator.

25 9. The Court approves as to form and content the Notice of Class Action Settlement and
26 Final Hearing (“Settlement Notice”) attached as Exhibit B to the Settlement.

27 10. The Court hereby authorizes the Settlement Administrator to mail to Class Members the
28 Settlement Notice. They shall be sent by First Class U.S. mail, postage prepaid. Mailing of such

documents shall occur by the deadline set forth below. The Settlement Notices shall be mailed using the last known mailing address information available to Defendants. Any Settlement Notices returned to the Settlement Administrator as non-deliverable shall be promptly re-mailed to the forwarding address affixed to the envelopes that have been returned, if any. If no forwarding address is affixed, the non-delivered Settlement Notices shall be resent by the Settlement Administrator within 5 calendar days to any more-recent address after an attempt is made to update the Class Member's address by use of skip-tracing, or other type of automated search, using the name, address and/or Social Security number of the Class Member. If these procedures are followed, notice to Class Members shall be deemed to have been satisfied, and if the intended recipient of the Settlement Notice does not receive it, the intended recipient shall nevertheless remain a Class Member and shall be bound by all terms of the Settlement and this Preliminary Approval Order.

11. The Court finds that the mailing of the Settlement Notices as set forth in the Settlement and this Preliminary Approval Order meets the requirements of due process, provides the best notice practicable to Class Members under the circumstances, and constitutes due and sufficient notice to all Class Members of the Settlement and their rights related thereto.

12. Class Counsel shall serve and file a motion for final approval of the Settlement by the deadline set forth below.

13. A hearing to determine whether the Settlement is fair, reasonable and adequate to the members of the Settlement Class and whether the Settlement should be finally approved will be held no less than 100 days after entry of this Preliminary Approval Order, namely on

_____, 2025 at _____ .m., in Department N-28 ("Final Approval Hearing"). The Court reserves the right to adjourn or continue the date of the Final Approval Hearing without further notice to Class Members and retains jurisdiction to consider all further applications or motions arising out of or connected with the Settlement.

14. Any Settlement Class Member or other person may appear and show cause, if he or she has any, as to why the Settlement of the Class Action should or should not be approved as fair, reasonable and adequate, or why the Final Approval Order and Judgment should or should not be entered. The Court retains final authority with respect to the consideration and admissibility of any

1 Settlement Class Member's objections.

2 15. Class Members who wish to opt out of or exclude themselves from the Class Action
3 and, in turn, the Settlement, must do so in accordance with the instructions and deadline specified in
4 the Class Notice and in this Preliminary Approval Order.

5 16. No person or entity who/which is not a Plaintiff, a Settlement Class Member, an
6 Aggrieved Employee, the State of California, Class Counsel or the Settlement Administrator shall have
7 any right to any portion of, or to participate in the distribution of, the Gross Settlement Amount
8 established by the Settlement unless otherwise ordered by the Court and as provided in the Settlement.

9 17. Class Members shall continue to be bound by all determinations of the Court, and by
10 the Settlement, whether favorable or unfavorable, until such time as they properly opt out of or exclude
11 themselves from the Lawsuit, and, in turn, the Settlement, if at all.

12 18. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
13 connection with the administration of the Settlement which are not materially inconsistent with either
14 this Order or the terms of the Settlement.

15 19. To the extent permitted by law, and pending a final determination as to whether the
16 Settlement should be approved, Class Members, whether directly, representatively, or in any other
17 capacity, and without regard as to whether or not such persons have appeared in the Class Action, shall
18 not institute or prosecute any Released Claims against Defendant or any of the other Released Parties.

19 20. Pending the Final Approval Hearing, all proceedings in this action, other than
20 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
21 Order, are stayed.

22 21. The Court sets the following deadlines:

23 Deadline for Defendants to provide Class List 24 to Settlement Administrator and to serve and file financial condition declaration	10 calendar days after entry of Preliminary Approval Order
25 Deadline for Settlement Administrator to mail 26 Settlement Notices and Claim Forms to Class Members	25 calendar days after entry of Preliminary Approval Order
27 Deadline for Class Members to opt out of 28 Settlement and to serve and file written objections to Settlement	45 calendar days after the initial mailing of Settlement Notices (or 10 calendar days of any re-mailing of Settlement Notices) and

1 Deadline for Plaintiff to file Motion for Final
2 Approval of Settlement

16 court days before Final Approval Hearing

3 **IT IS SO ORDERED.**

4 Dated:

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6 _____
7 The Honorable Earl H. Maas, III
8 Judge of the Superior Court
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EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT AND FINAL HEARING

Fleming v. American Retail Services, et al.
San Diego County Superior Court Case No. 37-2021-00007716-CU-OE-NC
Frank Meza v. Multi-Site Management, LLC, et al.
San Diego County Superior Court Case No. 37-2022-00037348-CU-OE-CTL
Frank Meza v. Multi-Site Management, LLC, et al.
San Diego County Superior Court Case No. 37-2022-00047218-CU-OE-NC
Francisco Carrillo v. American Retail Services, et al.
San Diego County Superior Court Case No. 37-2023-00050800-CU-OE-NC

IF YOU WORKED IN CALIFORNIA FOR ONE OR MORE OF AMERICAN RETAIL SERVICES, ARS WEST, LLC, ARS FRESNO, LLC, MYOBZ, LLC, or MULTI-SITE MANAGEMENT, LLC dba Porter's of American Retail Services AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME FROM FEBRUARY 19, 2017 TO [DATE OF PRELIMINARY APPROVAL, OR WITHIN 60 DAYS OF THE EXECUTION OF THIS SETTLEMENT BY ALL PARTIES, WHICHEVER IS SOONER], THIS CLASS ACTION AND REPRESENTATIVE SETTLEMENT MAY AFFECT YOUR RIGHTS.

A Court authorized this Settlement Notice. This is not a solicitation by a lawyer. You are not being sued.

WHY YOU SHOULD READ THIS SETTLEMENT NOTICE?

A proposed settlement (the "Settlement") has been reached in the following representative and class action lawsuits entitled *Fleming v. American Retail Services, et al.*, San Diego County Superior Court Case No. 37-2021-00007716-CU-OE-CTL; *Frank Meza v. Multi-Site Management, LLC, et al.*, Case No. 37-2023-00037348-CU-OE-CTL; *Frank Meza v. Multi-Site Management, LLC, et al.*; San Diego County Superior Court Case No. 37-2022-00047218-CU-OE-NC; and *Francisco Carrillo v. American Retail Services, et al.*, Case No. 37-2023-00050800-CU-OE-CTL (the "Lawsuits").

The purpose of this Notice of Class Action Settlement and Final Hearing ("Settlement Notice") is to briefly describe the case, and to inform you of your rights and options in connection with the Lawsuits and the proposed Settlement. The proposed Settlement will resolve all claims in the Lawsuits and will result in, among other things, the dismissal of the Lawsuits with prejudice.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT AWARD UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS SETTLEMENT NOTICE AND THE STIPULATION FOR SETTLEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE CLASS AND SETTLEMENT.

WHO IS AFFECTED BY THIS PROPOSED SETTLEMENT?

The Court has conditionally certified the following Class for settlement purposes: All current and former hourly or non-exempt employees of any of Defendants who worked in California at any time from February 19, 2017, to [the date this Settlement is preliminarily approved by the Court, or within 60 days of the execution of the Settlement by all Parties, whichever is sooner] (the "Class Period").

According to the Defendants' records, you are a member of the Class ("Class Member").

WHAT ARE THESE CASES ABOUT?

Plaintiff Tiana Fleming, a former employee of MYOBZ, LLC and current employee of Multi-Site Management, LLC, (“Plaintiff” or “Class Representative”), alleges (on behalf of herself and others similarly situated) the following claims against Defendants: (1) failure to compensate employees for all time worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide compliant meal breaks or premium wages in lieu thereof; (5) failure to provide compliant rest breaks or premium wages in lieu thereof; (6) failure to timely pay earned wages during employment and following the separation from employment; (7) failure to provide reimbursement for work-related expenses; (8) failure to provide accurate itemized wage statements; and (9) civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor Code Section 2698 *et seq.* (“PAGA”) predicated on the above alleged violations.

Plaintiff Frank Meza, a former employee of Multi-Site Management, LLC (“Plaintiff” or “Class Representative”), alleges (on behalf of himself and others similarly situated) the following claims against Defendant MSM: (1) failure to pay wages including overtime as required by Labor Code Sections 510 and 1194, (2) failure to provide meal periods as required by Labor Code Sections 226.7, 512 and IWC Wage Orders, (3) failure to provide rest periods as required by Labor Code Sections 226.7 and 512, (4) failure to pay timely wages required by Labor Code Section 203, (5) failure to timely pay wages during employment required by Labor Code Section 204, (6) failure to provide accurate wage statements required by Labor Code Sections 226, 226.3 and 558.1, (7) failure to reimburse necessary business expenses required by Labor Code Section 2802, (8) failure to pay reporting time pay, and (9) unlawful and/or unfair business practices in violation of California Business and Professions Code section 17200 *et seq.* predicated on the above alleged violations

Plaintiff Frank Meza, a former employee of Multi-Site Management, LLC (“Plaintiff” or “Class Representative”), alleges (on behalf of the general public as private attorney general) Defendants (1) failed to provide legally compliant rest periods, (2) failed to provide legally compliant meal periods, (3) failed to pay overtime and minimum wages; (4) failed to reimburse necessary business expenses; (5) failed to pay timely wages upon separation from employment; (6) failed to pay timely wages during employment; (7) failed to maintain accurate itemized wage statements; (8) failed to pay reporting time pay; and (9) civil penalties pursuant to the PAGA predicated on the above alleged violations.

Plaintiff Francisco Carrillo, a former employee of Multi-Site Management, LLC, (“Plaintiff” or “Class Representative”), alleges (on behalf of himself and others similarly situated) Defendants: (1) failed to provide compliant meal periods or premium pay; (2) failed to provide compliant rest periods or premium pay; (3) failed to pay minimum and overtime wages pursuant to Labor Code Sections 1182.11, 1182.12, 1194, 1197, 1197.1 and 510; (4) failed to provide accurate and itemized wage statements pursuant to Labor Code Section 226; (5) failed to provide unpaid and earned wages at discharge or quitting pursuant to Labor Code Sections 201-203; (6) failed to reimburse necessary business expenses pursuant to Labor Code Sections 2800 and 2802; and (7)

engaged in unlawful and/or unfair business practices in violation of California Business and Professions Code section 17200 *et seq.* predicated on the above alleged violations.

Defendants deny all liability in the Lawsuit and are confident that they have strong legal and factual defenses to the above claims, but they recognize the risks, distractions, and costs associated with litigation. Defendants contend that their conduct is and has been lawful at all times relevant and that Plaintiffs' claims do not have merit and do not meet the requirements for class certification or for a representative action.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendants (collectively, the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendants. Both sides agree that in light of the risks and expenses associated with continued litigation, and Defendants' financial condition, this Settlement is fair, adequate and reasonable. Plaintiffs and their attorneys also believe this Settlement is in the best interests of all Class Members and alleged aggrieved employees.

The Court has not ruled on the merits of Plaintiff's claims or Defendants' defenses.

WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

The attorneys representing the Parties in the Lawsuit are:

Plaintiffs' Attorneys ("Class Counsel")

Carolyn H. Cottrell, Esq.
Esther L. Bylsma, Esq.
Sandra Acosta Tello, Esq.
SCHNEIDER WALLACE COTTRELL KONECKY
LLP
2000 Power Street, Suite 1400
Emeryville, CA 94608
Tel (415) 421-7100; Fax (415) 421-7105
E-mail: ccottrell@schneiderwallace.com
ebylsma@schneiderwallace.com
sacostatello@schneiderwallace.com

[James R. Hawkins, Esq.](#)
[Gregory Mauro, Esq.](#)
[Michael Calvo, Esq.](#)
JAMES HAWKINS APLC
[9880 Research Drive, Suite 200](#)
[Irvine, CA 92618](#)
[Tel.: \(949\) 387-7200](#)
[Fax: \(949\) 387-6676](#)
[Email: James@jameshawkinsaplc.com](mailto:James@jameshawkinsaplc.com)
Greg@jameshawkinsaplc.com
Michael@jameshawkinsaplc.com

Defendants' Attorneys

Robert M Caietti, Esq.
CAIETTI LAW GROUP, APC
8885 Rio San Diego Drive, Ste 232
San Diego, CA 92108
Tel (858) 623-5644
Email: bob@caiettilaw.com

WHAT ARE THE SETTLEMENT PAYMENT TERMS?

Subject to the Court's final approval, the payment terms of the Settlement are as follows:

Gross Settlement Amount.

Defendants will pay \$550,000.00 (the "Gross Settlement Amount"), which shall be inclusive of all Settlement Awards to Plaintiff and other Class Members, all attorneys' fees and expenses (including court costs) to be paid to Class Counsel, the employee portions of all required payroll withholdings/taxes, any Class Representative enhancement or incentive award, settlement administration costs and expenses, and all payments to the State of California Labor and Workforce Development Agency ("LWDA") for PAGA penalties. Defendants shall solely be responsible for paying the employer's share of payroll taxes on the amounts allocated as wages, which amount shall be paid separately from the Gross Settlement Amount. In no event will Defendants be required to pay more than the Gross Settlement Amount and the employer's share of payroll taxes under the terms of the Settlement.

Net Settlement Amount.

The "Net Settlement Amount" means the portion of the Gross Settlement Amount available for distribution to Class Members who do not timely and properly seek to be excluded from the Class and Settlement ("Settlement Class Members") after the deduction of: (1) the enhancement or incentive award to Plaintiffs in an amount as follows: (i) \$20,000.00 to Plaintiff Tiana Fleming; (ii) \$10,000.00 for Plaintiff Frank Meza; and (iii) \$10,000.00 for Plaintiff Francisco Carrillo; (2) the Settlement administration costs to the Settlement Administrator, estimated at approximately \$22,500.00; (3) a payment in the amount to not exceed \$11,000.00 for penalties under PAGA, of \$8,250.00 shall be paid directly to the LWDA; and (4) Class Counsel's attorneys' fees in an amount up to \$192,500.00 and Class Counsel's litigation costs in an amount up to \$83,619.00. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendants. All of these payments are subject to Court approval.

Settlement Award Formula and Distribution.

If you are a Class Member, you will be eligible to receive a Settlement Award based on the number of Eligible Workweeks that you were employed during the Class Period. The Net Settlement Amount shall be divided by the total number of Eligible Workweeks for all Settlement Class Members during the Class Period. The result of this division will yield a dollar value for each Eligible Workweek. The gross amount of each Settlement Award will then be derived by multiplying the dollar value for each Eligible Workweek by the number of Eligible Workweeks attributable to each Settlement Class Member. Due to mandated employee tax withholdings applicable to the wage portion of each Settlement Award, your net Settlement Award will be less than your calculated gross Settlement Award. For purposes of tax reporting under the Settlement, payments made to Settlement Class Members will be treated as 25% wages and 75% penalties. Nothing in this Settlement Notice or the Settlement is intended to constitute tax advice. You should consult your own tax advisor for such advice.

Defendants' calculation of your Qualifying Workweeks will be presumed accurate unless you submit verifiable evidence that establishes that a mistake was made by Defendants.

WHAT CLAIMS ARE BEING RELEASED BY THE PROPOSED SETTLEMENT?

Provided the Court gives its final approval of the Settlement, each Settlement Class Member, as of the Effective Date, shall fully, finally and forever settle, release and discharge Defendants and the other Released Parties of and from all “Released Claims.” The Released Claims are defined as follows:

Any and all claims, rights, demands, liabilities, causes of action, losses, damages, wages, premium payments, penalties, restitution, attorney fees, costs, interest and/or theories of liability, whether known or unknown, that were asserted in the Lawsuit, or could have been asserted based upon the facts alleged in the Lawsuit, against Defendants, their parent and subsidiary corporations and all current and former owners, officers, directors, members, managers, employees, and agents thereof (collectively, the “Released Parties”), including but not limited to, any and all claims for (1) failure to pay all owed wages during and at termination of employment; (2) failure to provide legally compliant meal periods and premium wages, (3) failure to provide legally compliant rest periods and premium wages, (4) failure to provide timely and accurate wage statements, (5) failure to pay reporting time pay, (6) failure to reimburse all business related expenses, (7) failure to pay minimum wage and overtime, and (8) unlawful and/or unfair business practices in violation of California Business and Professions Code section 17200 *et seq.* predicated on the above alleged violations from the Complaint and First Amended Complaint. .

HOW TO REQUEST EXCLUSION FROM THE SETTLEMENT AND THE CLASS

You may request to be excluded from the Settlement and Settlement Class by submitting to the Settlement Administrator a request for exclusion which must: (1) contain your name, address and telephone number; (2) be signed by you; and (3) be mailed and postmarked or delivered to the Settlement Administrator, Class Counsel and Defendants’ attorneys. To be considered timely, your request to be excluded must be mailed and postmarked or delivered on or before [45 days after mailing]. Do not use a postage meter because that may not result in a postmark appearing on the envelope containing your request for exclusion.

If you submit a proper and timely request for exclusion, you will no longer be a member of the Class, and you will not be eligible to receive any of the benefits under the Settlement or be entitled to object to the terms of the Settlement. You also will not be bound by the terms of the Settlement, and you may pursue any claims that you may have, at your own expense, against the Defendants.

HOW TO OBJECT TO THE SETTLEMENT

If you believe the Settlement is unfair or inadequate in any respect, you may object to it. To be valid, an objection must (i) be in writing and signed by you, (ii) identify each specific objection, as well as its basis and any legal support for each objection, (iii) your full name and address, and (iv) be mailed and postmarked or delivered to the Settlement Administrator, Class Counsel and Defendants’ attorneys no later than [thirty (45) days after mailing]. You also may appear at the Final Approval Hearing (discussed below) to address your objection, if permitted by the Court.

WHAT IF I DO NOTHING?

If you do nothing, you will nonetheless be bound by the terms of the Settlement and be barred from suing Defendants and the other Released Parties for the claims that are released under the Settlement.

WHAT ARE THE NEXT STEPS IN THE APPROVAL OF THE PROPOSED SETTLEMENT?

The Final Approval Hearing to determine the fairness and adequacy of the proposed Settlement, including the plan of distribution, the payment of attorneys' fees and costs, the claims process, the enhancement or incentive award to the Plaintiffs, the PAGA payment, and any other aspect of the Settlement, will be held on _____, **2025**, at _____, in Department N-28 of the San Diego County Superior Court, North County Division, 325 South Melrose Drive, Vista, California, 92081. The Final Approval Hearing may be changed or continued without further notice. It is not necessary for you to appear at this hearing.

HOW DO I GET ADDITIONAL INFORMATION?

This Settlement Notice only summarizes the Lawsuits, the Settlement and related matters. For more detailed information, you may inspect the Court files for this case at 325 South Melrose Drive, Vista, California 92081, during regular business hours Monday through Friday, or you may contact Class Counsel. If your address changes or is different from the address on the envelope enclosing this Settlement Notice, please promptly notify the Settlement Administrator.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS SETTLEMENT NOTICE

EXHIBIT C

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO - NORTH COUNTY DIVISION**
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11 TIANA FLEMING, on behalf of the State of
12 California and Aggrieved Employees,

13 Plaintiffs,

14 vs.

15 AMERICAN RETAIL SERVICES; ARS
16 FRESNO, LLC; ARS WEST, LLC; MYOBZ,
17 LLC; MULTI-SITE MANAGEMENT, inclusive,

18 Defendants.
19
20

Case No.: 37-2021-00007716-CU-OE-NC

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date:

Time:

Dept: N-28

Judge: Earl H. Maas, III

Action Filed: February 19, 2021

Trial Date: February 9, 2024

21 FRANK MEZA, individually and on behalf of all
22 others similarly situated,

23 Plaintiffs,

24 vs.

25 MULTI-SITE MANAGEMENT, LLC dba
26 ARCO, a California Limited Liability Company;
27 PORTER'S OF AMERICAN RETAIL
28 SERVICES, entity form unknown, and DOES 1-
50, inclusive,

Defendants.

Case No.: 37-2022-00037348-CU-OE-CTL

Dept: N-28

Judge: Earl H. Maas, III

Action Filed: September 16, 2022

Trial Date: June 28, 2024

FRANK MEZA, on behalf of the general public as
private attorney general,

Plaintiffs,

vs.

MULTI-SITE MANAGEMENT, LLC dba
ARCO, a California Limited Liability Company;
PORTER'S OF AMERICAN RETAIL
SERVICES, entity form unknown, and DOES 1-
50, inclusive,

Defendants.

Case No.: 37-2022-00047218-CU-OE-NC

Dept: N-28

Judge: Earl H. Maas, III

Action Filed: November 22, 2022

Trial Date: June 28, 2024

FRANCISCO CARRILLO, on behalf of himself,
class members,

Plaintiffs,

vs.

AMERICAN RETAIL SERVICES; ARS
FRESNO, LLC; ARS WEST, LLC; MYOBZ,
LLC; MULTI-SITE MANAGEMENT, inclusive,

Defendants.

Case No.: 37-2023-00050800-CU-OE-CTL

Dept: N-28

Judge: Earl H. Maas, III

Action Filed: November 21, 2023

Trial Date: None Set

Plaintiffs Tiana Fleming, Frank Meza, and Francisco Carrillo's ("Plaintiffs") Joint Motion for
Final Approval of Settlement came on for hearing on _____, 2025. Due and adequate
notice having been given to the Class, as defined below, and the Court having considered the
Stipulation for Settlement ("Settlement") and the Exhibits thereto, all papers filed and proceedings had
herein and any written objections received regarding the proposed Settlement, and good cause
appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Final Approval Order and Judgment ("Judgment"),
adopts all defined terms as set forth in the Settlement filed in this action.

2. The Court has jurisdiction over all claims asserted in the Lawsuit, Plaintiffs, the
Settlement Class Members, and Defendants AMERICAN RETAIL SERVICES, ARS WEST, LLC,
ARS FRESNO, LLC, MYOBZ, LLC, and MULTI-SITE MANAGEMENT, LLC, dba Porter's of

1 American Retail Services (“Defendants”).

2 3. The Court finds that the Settlement was made and entered into in good faith and hereby
3 approves the Settlement as fair, adequate and reasonable as to all Settlement Class Members.

4 4. Except as to Class Members who properly and timely requested exclusion from the
5 Settlement, all of the claims asserted in the Lawsuits are hereby dismissed with prejudice as to
6 Plaintiffs and the other Settlement Class Members. The Parties shall bear their own respective
7 attorneys’ fees and costs, except as otherwise provided for in the Settlement and approved by the
8 Court.

9 5. Solely for purposes of effectuating the Settlement, this Court has certified a class
10 defined as follows:

11 All current and former hourly or non-exempt employees of any of
12 Defendants who worked in California at any time during the period from
February 19, 2017 to [DATE].

13 6. Notice to Class Members, as set forth in the Settlement, has been completed in
14 conformity with the Preliminary Approval Order as to all Class Members who could be identified
15 through reasonable effort. The Court finds that said notice was the best notice practicable under the
16 circumstances. The Notice of Class Action Settlement provided due and adequate notice to Class
17 Members of the proceedings and of the matters set forth therein, including the terms of the Settlement,
18 the manner by which claims could be made under the Settlement, the manner by which objections to
19 the Settlement could be made and the manner by which Class Members could opt out of the
20 Settlement. The Notice of Class Action Settlement fully satisfied the requirements of due process.

21 7. By this Judgment, Plaintiffs and all other Settlement Class Members are deemed to
22 have, and by operation of the Judgment have, fully, finally, and forever released, relinquished and
23 discharged all Released Claims against Defendants and the other Released Parties.

24 8. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the
25 methodology used to calculate and pay each Settlement Class Member’s Settlement Award is fair and
26 reasonable and authorizes the Settlement Administrator to pay the Settlement Awards to the Settlement
27 Class Members in accordance with the terms of the Settlement.

28 9. If a Settlement Award check remains uncashed after 180 days from issuance, the

1 Settlement Administrator shall pay over the amount represented by the Settlement Award check,
2 without the need to include interest, to the California Department of Industrial Relations – Unclaimed
3 Wage Fund, with the identity of the Settlement Class Member to whom the funds belong. In such
4 event, the Settlement Class Member shall nevertheless remain bound by the Settlement and this
5 Judgment. Any Settlement Awards that remain uncashed after One Hundred Eighty (180) days do not
6 constitute unpaid residue or unclaimed or abandoned funds within the meaning of California Code of
7 Civil Procedure section 384.

8 10. A total of \$11,000.00 from the Gross Settlement Amount shall be allocated to penalties
9 under The Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et*
10 *seq.*, of which \$8,250.00 shall be paid by the Settlement Administrator directly to the California Labor
11 and Workforce Development Agency. The remaining \$2,750.00 shall be distributed to Settlement
12 Class Members/Aggrieved Employees as part of their Settlement Awards.

13 11. Plaintiffs shall be paid from the Gross Settlement Amount a Class Representative
14 enhancement award in the amount as follows: \$20,000.000 to Plaintiff Tiana Fleming, \$10,000.00 to
15 Plaintiff Meza and \$10,000.00 to Plaintiff Carrillo. This is to account for each Plaintiffs' respective
16 time and effort in bringing and presenting the Lawsuits and for releasing their Additional Release by
17 the Class Representatives.

18 12. From the Gross Settlement Amount, Class Counsel is awarded \$192,500.00 for their
19 reasonable attorneys' fees and \$83,619.00 for their reasonable costs incurred in the Lawsuits.

20 13. The Court approves Settlement administration costs not to exceed \$22,500.00. Such
21 costs shall be paid from the Gross Settlement Amount.

22 14. All Settlement Class Members, including Plaintiffs, are hereby forever barred and
23 enjoined from prosecuting any of the Released Claims against Defendants and the other Released
24 Parties as provided for in the Settlement.

25 15. The Settlement is not an admission by Defendants nor is this Judgment a finding of the
26 validity of any claims asserted in the Lawsuit or of any wrongdoing by Defendants. Furthermore, the
27 Settlement is not a concession by Defendants or any of the other Released Parties and shall not be used
28 as an admission of any fault, omission or wrongdoing by Defendants or any of the other Released

1 Parties. Neither this Judgment, the Settlement, any document referred to herein nor any action taken to
2 carry out the Settlement is, may be construed as, or may be used as, an admission by or against
3 Defendants or any of the other Released Parties of any fault, wrongdoing or liability whatsoever. The
4 entering into or carrying out of the Settlement and the Exhibits thereto, and any negotiations or
5 proceedings related thereto, shall not in any way be construed as, or deemed to be evidence of, or an
6 admission or concession with regard to, the denials or defenses by Defendants, and shall not be offered
7 in evidence in any action or proceeding against the Parties hereto in any court, administrative agency
8 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Judgment and
9 the Settlement; except that the Judgment, Settlement and Exhibits thereto, and any other papers and
10 records on file in the Lawsuit may be used in this Court and in any other legal proceeding as evidence
11 of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of
12 claim or issue preclusion or similar defense as to the Released Claims.

13 16. The Parties shall implement the Settlement according to its terms.

14 17. The Court reserves exclusive and continuing jurisdiction over the Lawsuits, Plaintiffs,
15 the Settlement Class Members, and Defendants for purposes of supervising the implementation,
16 enforcement, construction, administration and interpretation of the Settlement and this Judgment.

17 18. If the Settlement does not become final and effective in accordance with its terms, this
18 Judgment shall be rendered null and void and shall be vacated and, in such event, all related orders
19 entered and all releases delivered in connection herewith also shall be rendered null and void.

20 **IT IS SO ORDERED.**

21 Dated:

22
23 _____
24 Honorable Earl H. Maas, III
25 Judge of the Superior Court
26
27
28