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FILED
 Superior Court of California
 County of Los Angeles
08/08/2024

David W. Slayton, Executive Officer / Clerk of Court
 By: I. Arellanes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARIO PRADO and CHRISTIAN
 ROBLETO on behalf of themselves and
 others similarly situated, MARGARITA
 GUARDADO and MARIA IBARRA,
 Aggrieved Employees of Defendants, for the
 State of California's Labor and Workforce
 Development Agency on Behalf of All
 Aggrieved Employees of Defendants

Plaintiffs,

vs.

LANCE CAMPER MFG. CORP.; and DOES
 1 to 100, inclusive,
 Defendants.

Case No.: 21STCV29392

*[Assigned for all purposes to the Hon.
 Kenneth R. Freeman, Dept. 14]*

**JOINT STIPULATION TO AMEND
 ORDER GRANTING PRELIMINARY
 APPROVAL OF CLASS ACTION
 SETTLEMENT; ~~PROPOSED~~ ORDER**

Action Filed: August 10, 2021
 Trial Date: None Set

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on behalf of himself and others similarly situated*

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*Attorneys for Plaintiff Margarita Guardado and
Maria Ibarra, Aggrieved Employees of
Defendants, for the State of California's Labor
and Workforce Development Agency on Behalf
of All Aggrieved Employees of Defendants*

TO THE HONORABLE COURT, ALL PARTIES AND ATTORNEYS OF RECORD:

Plaintiffs Mario Prado, Christian Robleto, Margarita Guardado, and Maria Ibarra (“Plaintiffs”) and Defendant Lance Camper Mfg. Corp. (“Defendant”) (collectively, the “Parties”) respectfully submit the following Joint Stipulation to Amend the Order Granting Preliminary Approval of Class Action Settlement.

WHEREAS, on September 20, 2023, this Court granted preliminary approval of the Parties’ Class Action and PAGA Settlement Agreement and issued its Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”);

WHEREAS, on November 29, 2023, Defendant provided the classwide data to the Settlement Administrator;

WHEREAS, on December 19, 2023, the Settlement Administrator emailed the preliminary calculations, noting that the escalator clause in the Settlement Agreement had been triggered;

WHEREAS, due to a dispute between the Parties over the correct scope of the class definition, notice has not yet been mailed to the settlement class members;

WHEREAS, the Parties have since spent significant time meeting and conferring as to whether individuals who signed arbitration agreements with class action waivers are within the definition of the Class in the Settlement Agreement and ultimately agreed that these individuals would not be a part of the Class definition and have agreed to limit the scope of the Class to individuals who have not signed arbitration agreements; and

WHEREAS, after excluding individuals who signed arbitration agreements from the Class definition, the escalator clause was still triggered as a result of an increase in the final workweek calculations, resulting in a 3.84% increase to the Gross Settlement Amount, for an updated total Gross Settlement Amount of \$778,792.86.

NOW THEREFORE, IT IS HEREBY STIPULATED, that the Preliminary Approval Order shall be amended to set a new final approval hearing date and implementation schedule, and to clarify the scope of the class by defining “Class” to exclude individuals who signed arbitration agreements as follows: “All current and former directly hired non-exempt employees,

1 who did not sign arbitration agreements, and worked for Defendant LANCE CAMPER MFG.
2 CORP (Defendant”) during the period from July 11, 2020, through July 31, 2022.” Attached
3 hereto as **Exhibit 1** is a true and correct copy of the redlined version of the Amended Order
4 Granting Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. Attached hereto
5 as **Exhibit 2** is a true and correct copy of the Amended Order Granting Plaintiffs’ Motion for
6 Preliminary Approval of Class Action Settlement. Attached hereto as **Exhibit 3** is a true and
7 correct copy of the redlined version of the Amended Class Notice reflecting the change in scope
8 of the class. Attached hereto as **Exhibit 4** is a true and correct copy of the Amended Class Notice
9 reflecting the change in scope of the class.

10 **IT IS SO STIPULATED.**

11 Dated: June 12, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

12 By:

13 
14 Andrew J. Rowbotham
Attorneys for Plaintiffs

15 Dated: June 12, 2024

FISHER & PHILLIPS LLP

16 By:

17 
18 Grace Y. Horoupian
Attorneys for Defendant

~~PROPOSED~~ ORDER

The Court, having considered the Parties' Joint Stipulation to Amend the Order Granting Preliminary Approval of Class Action Settlement, and for GOOD CAUSE SHOWN, hereby makes the following ORDERS:

1. "Class Members" are defined to exclude individuals who signed arbitration agreements as follows: "All current and former directly hired non-exempt employees, who did not sign arbitration agreements, and worked for Defendant LANCE CAMPER MFG. CORP (Defendant") during the period from July 11, 2020, through July 31, 2022."
2. The Court approves and grants, as to form and content, the Amended Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement attached as **Exhibit 2** of this Joint Stipulation.
3. The Court approves and grants, as to form and content, the Amended Class Notice attached as **Exhibit 4** of this Joint Stipulation.

IT IS SO ORDERED.

DATED: 08/08/2024



By: 
Honorable Kenneth R. Freeman
Judge of the Superior Court
Kenneth R. Freeman / Judge

EXHIBIT 1

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Vincent C. Granberry, Esq. (SBN 276483)
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—CENTRAL DISTRICT**

MARIO PRADO and CHRISTIAN
ROBLETO on behalf of themselves and
others similarly situated, MARGARITA
GUARDADO and MARIA IBARRA,
Aggrieved Employees of Defendants, for
the State of California's Labor and
Workforce Development Agency on Behalf
of All Aggrieved Employees of Defendants

Plaintiffs,

vs.

LANCE CAMPER MFG. CORP.; and
DOES 1 through 100,

Defendants.

Case No. 21STCV29392

CLASS ACTION

*[Assigned for all purposes to the Hon. Kenneth
R. Freeman, Dept. 14]*

**[AMENDED PROPOSED] AMENDED
ORDER GRANTING PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Information:

Date: June 11, 2024
Time: 11:00 AM
Dept.: 14

**[AMENDED PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

1 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement came before the
2 Court on August 29, 2023.

3 Having considered the proposed settlement agreement and amended class notice; the
4 Motion for Preliminary Approval of Class Action Settlement filed by Plaintiffs; and good cause
5 appearing, HEREBY ORDERS THE FOLLOWING:

6 The Court grants preliminary approval of the settlement and finds the terms to be within
7 the range of reasonableness of a settlement that ultimately could be granted approval by the Court
8 at the final Fairness Hearing. For purposes of the settlement, the Court finds that the proposed
9 settlement class is ascertainable and that there is a sufficiently well-defined community of interest
10 among the Class in questions of law and fact. Therefore, for settlement purposes only, the Court
11 grants conditional certification of the following "Class-~~Members~~" defined as: All current and
12 former directly hired non-exempt employees, who did not sign arbitration agreements, and who
13 worked for Defendant LANCE CAMPER MFG. CORP ("Defendant") during the period from
14 July 11, 2020, through July 31, 2022.

15 1. For purposes of the settlement, the Court further designates named Plaintiffs
16 MARIO PRADO, CHRISTIAN ROBLETO, MARGARITA GUARDADO, and MARIA
17 IBARRA ("Plaintiffs") as Class Representatives, and Joseph Lavi, Esq., Vincent C. Granberry,
18 Esq., and Antonia McKee, Esq. of Lavi & Ebrahimi, LLP; Paul Haines, Esq. Fletcher Schmidt,
19 Esq. and Andrew J. Rowbath, Esq. of Haines Law Group, APC; Raymond P. Boucher, Esq.
20 and Alexander Gamez, Esq. of Boucher LLP, and Sahag Majarian II, Esq. of the Law Offices of
21 Sahag Majarian II as Class Counsel.

22 2. The Court confirms Phoenix Class Action Administration Solutions as the
23 Settlement Administrator.

24 3. A final fairness hearing on the question of whether the proposed settlement should
25 be finally approved as fair, reasonable and adequate as to the members of the Settlement Class is
26 scheduled in Department 14 of this Court, located at 312 North Spring Street, Los Angeles,
27 California 90012, on March 14~~October 15~~, 2024 at 10 a.m. The Court reserves the right to adjourn
28 or continue the date of the final approval hearing and all dates provided for in this Order without

1 further notice to Class ~~M~~members and retains jurisdiction to consider all further applications
2 arising out of or connected with the proposed Settlement.

3 4. At the final fairness hearing, the Court will consider: (a) whether the settlement
4 should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment
5 granting approval of the settlement should be entered; and (c) whether Plaintiffs' application for
6 an award of attorneys' fees, reimbursement of litigation expenses, and class representative
7 enhancement should be granted.

8 5. The Court approves, as to form and content, the Class Notice attached to the
9 Settlement Agreement as Exhibit "A."

10 6. The Court directs the mailing of the Class Notice by first class mail to the members
11 of the Class on or before the deadline to mail the notice packet pursuant to the Settlement
12 Agreement.

13 7. The Court finds that the form of notice to the Class ~~M~~members regarding the
14 pendency of the action and of this settlement, and the methods of giving notice to members
15 of the Class ~~Members to~~ constitute the best notice practicable under the circumstances and
16 constitute valid, due, and sufficient notice to all members of the Class. The notice complies fully
17 with the requirements of California Code of Civil Procedure section 382, California Civil Code
18 section 1781, California Rules of Court 3.766 and 3.769, the California and United States
19 Constitutions, and other applicable law.

20 8. The Court further approves the procedures for Class ~~M~~members to participate in,
21 opt out of, or object to the Settlement, as set forth in the settlement agreement and class notice.
22 The procedures and requirements for filing objections in connection with the fairness hearing are
23 intended to ensure the efficient administration of justice and the orderly presentation of any Class
24 ~~m~~Member's objection to the Settlement Agreement, in accordance with the due process rights of
25 all Class ~~M~~members.

26 9. Pending the Fairness Hearing, all proceedings in this action, other than proceedings
27 necessary to carry out or enforce the terms and conditions of the settlement agreement and this
28 Order, are stayed. To facilitate administration of the Settlement pending final approval, this Court

hereby enjoins Class ~~m~~Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the California Department of Industrial Relations, Division of Labor Standards Enforcement (DLSE)) regarding claims released by the settlement unless and until such Class ~~m~~Members have filed valid Requests for Exclusion with the Settlement Administrator in this case.

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

11. The Court order the following schedule for furth proceedings:

Event	Timing
Preliminary Approval	
Defendant to deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet	No later than September 13, 2023 (Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement) COMPLETED
Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation	No later than June 19 September 27, 2024 3 (No later than 14 days after receiving the Class Data)
Response Deadline, i.e., the Deadline for Objections, Exclusion Requests, and Disputes	No later than November 26 August 19, 2024 3 (Si (60) calendar days from the date the Class Notic mailed to them)
Deadline to file motion for final approval and supporting documents	February 14 September 13, 2024
Hearing on final approval of class action settlement	March 14 October 15, 2024 at 10 a.m. in Department 14

12. The Court reserves the right to adjourn or continue the date of the Settlement Fairness Hearing and all dates provided for in the Stipulation without further notice to the Class, and retains jurisdiction to consider all further applications arising out of or connected with the Stipulation.

IT IS SO ORDERED.

Dated: _____, 2024

Judge of the Superior Court

EXHIBIT 2

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—CENTRAL DISTRICT**

MARIO PRADO and CHRISTIAN
ROBLETO on behalf of themselves and
others similarly situated, MARGARITA
GUARDADO and MARIA IBARRA,
Aggrieved Employees of Defendants, for
the State of California's Labor and
Workforce Development Agency on Behalf
of All Aggrieved Employees of Defendants

Plaintiffs,

vs.

LANCE CAMPER MFG. CORP.; and
DOES 1 through 100,

Defendants.

Case No. 21STCV29392

CLASS ACTION

*[Assigned for all purposes to the Hon. Kenneth
R. Freeman, Dept. 14]*

**[AMENDED PROPOSED] AMENDED
ORDER GRANTING PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Information:

Date: June 11, 2024

Time: 11:00 AM

Dept.: 14

1 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement came before the
2 Court on August 29, 2023.

3 Having considered the proposed settlement agreement and amended class notice; the
4 Motion for Preliminary Approval of Class Action Settlement filed by Plaintiffs; and good cause
5 appearing, HEREBY ORDERS THE FOLLOWING:

6 The Court grants preliminary approval of the settlement and finds the terms to be within
7 the range of reasonableness of a settlement that ultimately could be granted approval by the Court
8 at the final Fairness Hearing. For purposes of the settlement, the Court finds that the proposed
9 settlement class is ascertainable and that there is a sufficiently well-defined community of interest
10 among the Class in questions of law and fact. Therefore, for settlement purposes only, the Court
11 grants conditional certification of the following “Class” defined as: All current and former
12 directly hired non-exempt employees, who did not sign arbitration agreements, and worked for
13 Defendant LANCE CAMPER MFG. CORP (“Defendant”) during the period from July 11, 2020,
14 through July 31, 2022.

15 1. For purposes of the settlement, the Court further designates named Plaintiffs
16 MARIO PRADO, CHRISTIAN ROBLETO, MARGARITA GUARDADO, and MARIA
17 IBARRA (“Plaintiffs”) as Class Representatives, and Joseph Lavi, Esq., Vincent C. Granberry,
18 Esq., and Antonia McKee, Esq. of Lavi & Ebrahimian, LLP; Paul Haines, Esq. Fletcher Schmidt,
19 Esq. and Andrew J. Rowbatham, Esq. of Haines Law Group, APC; Raymond P. Boucher, Esq.
20 and Alexander Gamez, Esq. of Boucher LLP, and Sahag Majarian II, Esq. of the Law Offices of
21 Sahag Majarian II as Class Counsel.

22 2. The Court confirms Phoenix Class Action Administration Solutions as the
23 Settlement Administrator.

24 3. A final fairness hearing on the question of whether the proposed settlement should
25 be finally approved as fair, reasonable and adequate as to the members of the Settlement Class is
26 scheduled in Department 14 of this Court, located at 312 North Spring Street, Los Angeles,
27 California 90012, on October 15, 2024 at 10 a.m. The Court reserves the right to adjourn or
28 continue the date of the final approval hearing and all dates provided for in this Order without

1 further notice to Class members and retains jurisdiction to consider all further applications arising
2 out of or connected with the proposed Settlement.

3 4. At the final fairness hearing, the Court will consider: (a) whether the settlement
4 should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment
5 granting approval of the settlement should be entered; and (c) whether Plaintiffs' application for
6 an award of attorneys' fees, reimbursement of litigation expenses, and class representative
7 enhancement should be granted.

8 5. The Court approves, as to form and content, the Class Notice attached to the
9 Settlement Agreement as Exhibit "A."

10 6. The Court directs the mailing of the Class Notice by first class mail to the members
11 of the Class on or before the deadline to mail the notice packet pursuant to the Settlement
12 Agreement.

13 7. The Court finds that the form of notice to the Class members regarding the
14 pendency of the action and of this settlement, and the methods of giving notice to members
15 of the Class constitute the best notice practicable under the circumstances and constitute valid,
16 due, and sufficient notice to all members of the Class. The notice complies fully with the
17 requirements of California Code of Civil Procedure section 382, California Civil Code section
18 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
19 and other applicable law.

20 8. The Court further approves the procedures for Class members to participate in, opt
21 out of, or object to the Settlement, as set forth in the settlement agreement and class notice. The
22 procedures and requirements for filing objections in connection with the fairness hearing are
23 intended to ensure the efficient administration of justice and the orderly presentation of any Class
24 member's objection to the Settlement Agreement, in accordance with the due process rights of all
25 Class members.

26 9. Pending the Fairness Hearing, all proceedings in this action, other than proceedings
27 necessary to carry out or enforce the terms and conditions of the settlement agreement and this
28 Order, are stayed. To facilitate administration of the Settlement pending final approval, this Court

hereby enjoins Class members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the California Department of Industrial Relations, Division of Labor Standards Enforcement (DLSE)) regarding claims released by the settlement unless and until such Class members have filed valid Requests for Exclusion with the Settlement Administrator in this case.

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

11. The Court order the following schedule for furth proceedings:

Event	Timing
Preliminary Approval	
Defendant to deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet	COMPLETED
Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation	No later than June 19, 2024 (No later than 14 da after receiving the Class Data)
Response Deadline, i.e., the Deadline for Objections, Exclusion Requests, and Disputes	No later than August 19, 2024 (Sixty (60) calen days from the date the Class Notice is mailed to them)
Deadline to file motion for final approval and supporting documents	September 13, 2024
Hearing on final approval of class action settlement	October 15, 2024 at 10 a.m. in Department 14

12. The Court reserves the right to adjourn or continue the date of the Settlement Fairness Hearing and all dates provided for in the Stipulation without further notice to the Class, and retains jurisdiction to consider all further applications arising out of or connected with the Stipulation.

IT IS SO ORDERED.

Dated: _____, 2024

Judge of the Superior Court

EXHIBIT 3

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

PRADO V. LANCE CAMPER MFG. CORP.
Case No.: 21STCV29392

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*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) (abbreviate name; “*Mario Prado v. Lance Camper Mfg. Corp.*” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former Lance Camper employees (“Plaintiff”) and seeks payment **of (1) back wages [and other relief]** for a class of hourly employees (“Class Members”) who [did not sign an arbitration agreement and](#) worked for Lance Camper Manufacturing Corporation (“Defendant”) during the Class Period July 11, 2020 to July 31, 2022 and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period July 11, 2020 to July 31, 2022 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [redacted] (less withholding) and your Individual PAGA Payment is estimated to be \$ [redacted]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [redacted] workweeks** during the Class Period and **you worked [redacted] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an

Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by fax, email, or mail	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, overtime wages, wages due upon termination, and failing to provide meal periods, rest breaks and accurate itemized wage statements, and engaging in unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action:

Joseph Lavi, Esq. (SBN 209776)
 Vincent C. Granberry, Esq. (SBN 276483)
 Antonia McKee, Esq. (SBN 344511)
LAVI & EBRAHIMIAN, LLP
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("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than

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continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- a. Defendant Will Pay ~~\$778,792.86~~~~750,000.00~~ as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than [14] days after the Judgment entered by the Court becomes final ("Effective Date"). The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - i. Up to ~~\$250,259,000~~~~597.00~~~~62~~ (33.3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$8,900.00 as a Class Representative Award for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
 - iii. Up to \$12,000.00 to the Administrator for services administering the Settlement.
 - iv. Up to \$60,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% (“Wage Portion”) and 80% of each Individual Class Payment to taxable wages to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.
- g. You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

- h. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
- i. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- j. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, all of the following claims for violations of the California Labor Code governing: meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime and double time wages; any and all theories for or related to “off the clock work”; wage statement violations; separation pay violations; vacation payouts, workplace temperature, any and all theories for or related to the timing of payments; all that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Action; and all damages, penalties, interest and other amounts recoverable under said claims, causes of action, or legal theories of relief. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

- k. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action including, minimum wages, regular wages, overtime and double time wages; any and all theories for or related to "off the clock work"; wage statement violations; separation pay violations; vacation payouts, and workplace temperature.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$15,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records.

The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Mario Prado v. Lance Camper Mfg. Corp.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the Settlement Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the

Administrator's Website [REDACTED] or the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action [REDACTED] and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department [14] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [REDACTED]'s website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV29392. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Antonia McKee, Esq. (SBN 344511)

LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Emails: jlavi@lelawfirm.com

vgranberry@lelawfirm.com
abliznets@lelawfirm.com
wht3@lelawfirm.com

Settlement Administrator:

Name of Company:

Phoenix Class Action Administration Solutions

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Field Code Changed

Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 4

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL
PRADO V. LANCE CAMPER MFG. CORP.
Case No.: 21STCV29392**

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) (abbreviate name; “*Mario Prado v. Lance Camper Mfg. Corp.*” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former Lance Camper employees (“Plaintiff”) and seeks payment **of (1) back wages [and other relief]** for a class of hourly employees (“Class Members”) who did not sign an arbitration agreement and worked for Lance Camper Manufacturing Corporation (“Defendant”) during the Class Period July 11, 2020 to July 31, 2022 and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period July 11, 2020 to July 31, 2022 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an

Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by fax, email, or mail	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, overtime wages, wages due upon termination, and failing to provide meal periods, rest breaks and accurate itemized wage statements, and engaging in unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action:

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Antonia McKee, Esq. (SBN 344511)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Emails: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
abliznets@lelawfirm.com
wht3@lelawfirm.com

("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than

continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- a. Defendant Will Pay \$778,792.86 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than [14] days after the Judgment entered by the Court becomes final ("Effective Date"). The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - i. Up to \$259,597.62 (33.3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$8,900.00 as a Class Representative Award for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
 - iii. Up to \$12,000.00 to the Administrator for services administering the Settlement.
 - iv. Up to \$60,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% (“Wage Portion”) and 80% of each Individual Class Payment to taxable wages to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.
- g. You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

- h. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
- i. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- j. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, all of the following claims for violations of the California Labor Code governing: meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime and double time wages; any and all theories for or related to “off the clock work”; wage statement violations; separation pay violations; vacation payouts, workplace temperature, any and all theories for or related to the timing of payments; all that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Action; and all damages, penalties, interest and other amounts recoverable under said claims, causes of action, or legal theories of relief. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

- k. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action including, minimum wages, regular wages, overtime and double time wages; any and all theories for or related to "off the clock work"; wage statement violations; separation pay violations; vacation payouts, and workplace temperature.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$15,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records.

The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Mario Prado v. Lance Camper Mfg. Corp.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the Settlement Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the

Administrator's Website [REDACTED] or the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action [REDACTED] and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department [14] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [REDACTED]'s website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV29392. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Settlement Administrator:

Name of Company:

Phoenix Class Action Administration Solutions

Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.