AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Oscar Armenta and Defendants Art Deck, Inc. and Arturo Rubinstein. The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Art Deck, Inc. and Arturo Rubinstein initiated on County of Los Angeles and pending in Superior Court of the State of California, Case No. 21STCV30691.

1.2 “Administrator” means Phoenix Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means all current and former non-exempt, hourly employees who worked any time during the PAGA Period for Defendant Art Deck, Inc.

1.5. “Class” means all current and former non-exempt, hourly employees of who worked any time during the Class Period for Defendant Art Deck, Inc.

1.6. “Class Counsel” means Daniel Srourian, Esq. of Srourian Law Firm.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for payment of reasonable attorneys’ fees and reimbursement of expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from August 19, 2017 through September 30, 2024.

1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Los Angeles.

1.16. "Defendants" means named Defendants Art Deck, Inc. and Arturo Rubinstein.

1.17. "Defense Counsel" means Brian D. Peters of Kaufman Dolowich LLP.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means One Hundred, Forty Thousand Dollars and No Cents ($140,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraphs 8 and 9 below. The Gross Settlement

Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Settlement Amount calculated according to the number of pay periods worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i), in settlement of Plaintiff's PAGA claim.

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Settlement Amount, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Art Deck, Inc. for at least one (1) day during the PAGA Period.

1.31. "PAGA Period" means the period from August 3, 2020 through September 30, 2024.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiff's August 3, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Settlement Amount" means the total amount to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($2,500.00) and the 75% to the LWDA ($7,500.00) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiff" means Oscar Armenta, the named Plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.41. "Released Parties" means: Art Deck, Inc. and Arturo Rubinstein, and each of its/his/their past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, consultants, and its/his/their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means e.g., sixty (60) calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for Art Deck, Inc. for at least one day, during the Class Period.

2. **RECITALS**.

2.1. On August, 19, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for (1) failure to pay overtime wages; (2) failure to pay minimum wage; (3) failure to pay meal period compensation; (4) failure to pay rest period compensation; (5) failure to furnish accurate wage and hour statements; (6) failure to pay wages upon discharge; and (7) unfair competition. On February 9, 2022, Plaintiff filed a First Amended Complaint alleging the same causes of action as Plaintiff's original complaint against Defendants and adding a cause of action for violation of Private Attorneys General Act of 2004. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Therein, Plaintiff alleges that he was employed by Art Deck, Inc. and alleges, *inter alia*, that Arturo Rubinstein could be held liable for the alleged violations pursuant to Labor Code § 558.1. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3. On December 6, 2023, the Parties participated in an all-day mediation presided over by the Honorable Zaven Sinanian (Ret.) of Signature Resolution. While the mediation did not result in a settlement being reached, the Parties continued to negotiate thereafter with Judge Sinanian's assistance. At the mediation and thereafter, Defendants shared confidential financial information with Plaintiff, regarding their financial condition and other liabilities. These negotiations ultimately led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained information through informal discovery, including, an approximately 20% sampling of time and wage data as well as relevant policy documents including, Defendant's employee handbook, updated meal and rest period policy, and Plaintiff's personnel and wage records. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification. The Parties agreed to attend an early mediation in this Action in order to avoid the costs and time of protracted litigation.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay $140,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one third of the Gross Settlement Amount which is currently estimated to be $46,666.67, and Class Litigation Expenses Payment of not more than $15,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other plaintiff's counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $6,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $6,750.00, the remainder will remain a part of the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of

Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest, penalties and expense reimbursement (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: The PAGA Settlement Amount of $10,000.00 is to be paid from the Gross Settlement Amount, with 75% ($7,500.00) allocated to the LWDA PAGA Payment and 25% ($2,500.00) allocated to the Individual PAGA Payments. Defendants' payment of the PAGA Settlement Amount does not constitute the payment of any actual civil penalties imposed on Defendants, but rather constitutes a payment made by Defendants to settle a disputed claim for civil penalties.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Settlement Amount by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves a PAGA Settlement Amount in less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimates there are 119 Class Members who have collectively worked a total of 14,416 Workweeks, and 97 Aggrieved Employees who collectively worked a total of 6,455 PAGA Pay Periods. Of the 119 Class Members, 41 were apprentices that collectively only worked a total of 42 workweeks. These 41 apprentices are also all included in the tally of Aggrieved Employees.

4.2. Class Data. Not later than twenty (20) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants agree to make monthly installment payments of $3,000.00 until the Gross Settlement Amount has been fully paid. The first of these installment payments became due on the last business day in February 2025, pursuant to the original settlement agreement entered into between the Parties in this matter, which this amended Agreement supersedes. These monthly installment payments will continue to be paid by Defendants by the last business day of each month to Class Counsel and held in Class Counsel's client trust account. Should the Court not grant Preliminary Approval and this Agreement becomes null and void, Class Counsel shall return all monies paid by Defendants thus far in settlement of the Action to Defendants. Once the court grants Preliminary Approval and the Administrator is appointed, Plaintiff will transfer any and all monies received thus far from Defendants to the Administrator and Defendants will thereafter continue to make monthly installment payments of $3,000.00 to the Claims Administrator by the last business day of each month until the Gross Settlement Amount has been paid. The last monthly installment payment shall be in the amount of $2,000.00 ("Final Payment").

4.4. Payments from the Gross Settlement Amount.

4.4.1. Thirty (30) days after the date when the court enters an order granting Final Approval, the Administrator shall issue the following payments (the "First Tier Payments"):

a. Payment of all Individual PAGA Payments; and
b. Payment of the LWDA PAGA Payment.
c. A payment to Plaintiff of one-third of the Class Representative Service Payment;
d. A payment to Class Counsel of one-third of the Class Counsel Litigation Expenses Payment;
e. A payment to the Administrator of one-third of the Administration Expenses Payment;
f. Payment on a pro-rata share of the Individual Class Payments from the remainder of amounts thus far received by the Administrator.

4.4.2. One year after the First Tier Payments are made, the Administrator shall issue the following payments (the "Second Tier Payments"):

a. A payment to Plaintiff of one-third of the Class Representative Service Payment;
b. A payment to Class Counsel of one-third of the Class Counsel Litigation Expenses Payment;
c. A payment to the Administrator of one-third of the Administration Expenses Payment;
d. A payment to Class Counsel of one-third of the Class Counsel Fees Payment; and
e. Payment on a pro-rata share of the Individual Class Payments from the remainder of amounts thus far received by the Administrator.

4.4.3. Within fifteen (15) days of Defendants payment of the Final Payment, the Administrator shall issue the following payments (the "Third Tier Payments"):

a. A payment to Plaintiff of one-third of the Class Representative Service Payment;
b. A payment to Class Counsel of one-third of the Class Counsel Litigation Expenses Payment;
c. A payment to the Administrator of one-third of the Administration Expenses Payment; and
d. Payment of all remaining Individual Class Payments due to Participating Class Members; and
e. A payment to Class Counsel of the remainder of the Class Counsel Fees Payment.

4.4.4. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The

Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.5. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.6. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.7. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4.4.8 If the Court does not grant Final Approval and this Agreement becomes null and void, the Administrator will refund to Defendants all monies paid by Defendants thus far in settlement of the Action, less any Administrator Expenses thus far incurred by the Administrator.

5. RELEASES OF CLAIMS. While Defendants are making the installment payments required under Section 4.3 of this Agreement, Plaintiff and all Class Members who have not opted out and are thus Participating Class Members will be precluded from bringing any separate claims against Released Parties to the extent such claims would constitute Released Class Claims during the Class Period. Effective on the date when Defendants fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.**

5.1.2 Mutual Non-Disparagement. Further, Plaintiff agrees not to make any untruthful, malicious, disparaging or defamatory statements, regardless of form (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or otherwise), regarding Defendants, its/his/their executives, officers, directors or managers or Defendants' subsidiaries, divisions, affiliates, or services. Plaintiff further agrees not to encourage authorize or permit any untruthful, malicious, disparaging or defamatory statements to be made by others on his behalf. Plaintiff confirms he has not posted any negative comments about Defendants on Glassdoor, Yelp, or other websites. Defendant's executives, officers, directors, and managers will not directly or indirectly, make any disparaging, derogatory, or defamatory remarks about Plaintiff. Plaintiff shall direct all individuals inquiring about Plaintiff's employment with Defendant Art Deck, Inc.'s to its Human Resources Department, and Defendant Art Deck, Inc. shall only respond with providing Plaintiff's last position held and dates of employment.

5.2 Release by Participating Class Members:
All Participating Class Members will release and discharge Released Parties from all claims, demands, rights, liabilities and causes of action based on the facts

alleged in the Operative Complaint in the Action based with respect to the following claims: (a) failure to pay overtime wages; (b) failure to pay minimum wage; (c) failure to pay meal period compensation; (d) failure to pay rest period compensation; (e) failure to furnish accurate wage and hour statements; (f) failure to pay wages upon discharge; (g) unfair competition; and (h) violation of Private Attorneys General Act of 2004, *et seq.*, that could have been premised on the facts, claims, causes of action or legal theories described above or in the Operative Complaint in the Action; and (k) violations of Labor Code sections 201, 202, 203, 204, 206, 210, 216, 218.5, 218.6, 221, 226, 226.3, 226.7, 226.8, 432.5, 450, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698, *et seq.*, and the Industrial Welfare Commission Wage Orders, including, but not limited to, IWC Wage Order No. 16, and claims under Business & Professions Code section 17200, *et seq.*, that could have been sought based on the facts, claims, causes of action or legal theories described above and in the Operative Complaint in the Action. The Parties agree that this Release shall not become final until after Defendants' payment of the Final Payment has been made to the Settlement Administrator.

All Class Members who have not opted and thereby release and discharge Released Parties will be deemed to have acknowledged and agreed that the Released Claims asserted in the Action are disputed and that California Labor Code § 206.5 is not applicable to their Individual Class Payment.

5.3 Release by Aggrieved Employees: All Aggrieved Employees will release and discharge Released Parties from all claims, demands, rights, liabilities and causes of action under California Labor Code Private Attorneys General Act of 2004 as asserted in Plaintiff's PAGA Notice and the Operative Complaint that arose during the PAGA Period premised on the facts, claims, causes of action or legal theories described above. The release period for the PAGA claim shall be the same as the PAGA Period. All Aggrieved Employees, regardless of whether they have opted out of the Class Settlement as described above, and the State of California shall be bound by the PAGA Release and fully release and discharge Defendants and all Released Parties from all released PAGA claims upon the final approval of the settlement of PAGA Claims in this Action. The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself or herself from the Settlement. Unless otherwise provided by law, the Parties further agree there is no right or opportunity for any Aggrieved Employee to appeal the approval of the PAGA settlement by the Court, this settlement shall not be subject to collateral attack by any Aggrieved Employee, and such prohibited collateral attack shall include, but not be limited to, claims that the Aggrieved Employee failed, for any reason, to timely receive his or her individual Settlement Payment.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Defendants' Declaration in Support of Preliminary Approval. Within 14 calendar days of the full execution of this Agreement, Defense Counsel will prepare and deliver to Class Counsel a signed Declaration from Defendants explaining the necessity of the payment plan. In its Declaration, Defendants shall also aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. The declaration from Defendants may be filed conditionally under seal by Defense Counsel and Class Counsel will not oppose any motion or application made by Defense Counsel to seal the declaration.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel for review at these five (5) business days before due for filing, all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for

Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 <u>Requests for Exclusion (Opt-Outs).</u>

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class

Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE Based on its records, Defendants estimate that, as of September 30, 2024 (1) there were 14,416 Total Workweeks worked in the Class Period. If the number of workweeks worked by the Settlement Class during the Class Period is more than 10% greater than this figure (i.e., if there are 15,859 or more workweeks worked by the settlement Class Members during the Class Period), Defendants agree to increase the Gross Settlement Amount on a proportional basis (*i.e.*, if there was 10% increase in the number workweeks during the Class Period above 15,859 then Defendants would agree to increase the Gross Settlement Amount by 10%). Defendants agree to deposit any increase to the Gross Settlement Amount owed pursuant to this term by the date on which the second installment payment is due. Alternatively, should the number of workweeks actually worked by Class Members in the Class Period trigger this escalator clause, Defendants, at their sole option, can agree to shorten the end date of the Class Period to a date prior to September 30, 2024 such that the escalator clause is not triggered (*i.e.* the end date of the Class Period would be the date prior to September 30, 2024, 2024 on which the total workweeks worked by the Class Members is closest to but does not exceed 15,859).

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 7 business days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel no later than 5 business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 <u>Response to Objections</u>. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 <u>Duty to Cooperate</u>. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 <u>Continuing Jurisdiction of the Court</u>. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Daniel Srourian (SBN 285678)
SROURIAN LAW FIRM, P.C.
3435 Wilshire Blvd., Suite 1710
Los Angeles, California 90010
Telephone: (213) 474-3800
Facsimile: (213) 471-4160
Email: daniel@slfa.com

To Defendants:

KAUFMAN DOLOWICH LLP
Brian D. Peters (SBN. 174688)
Email: bpeters@kaufmandolowich.com
21515 Hawthorne Blvd., Suite. 450
Torrance, California 90503
Telephone: (310) 540-2000
Facsimile: (310) 540-6609

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

AGREED:

Dated: ____________________ ____________________________________

Plaintiff Oscar Armenta

Dated: ____________________ ____________________________________

Defendant Art Deck, Inc.
By Arturo Rubinstein
Its President

Dated: ____________________ ____________________________________

Defendant Arturo Rubinstein

AGREED AS TO FORM:

Dated: ____________________ ____________________________________

Daniel Srourian, Esq.
Counsel for Plaintiff

Dated: ____________________ ____________________________________

Brian D. Peters, Esq.
Counsel for Defendants

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AGREED:

Dated: 4/16/2025 ____________________

DocuSigned by:
Oscar Armenta
6B56EC5D89EB4CB...
____

Plaintiff Oscar Armenta

Dated: ____________________

____

Defendant Art Deck, Inc.
By Arturo Rubinstein
Its President

Dated: ____________________

____

Defendant Arturo Rubinstein

AGREED AS TO FORM:

Dated: 04/16/25 ____________________

____

Daniel Srourian, Esq.
Counsel for Plaintiff

Dated: ____________________

____

Brian D. Peters, Esq.
Counsel for Defendants

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

AGREED:

Dated: ____________________ ________________________________

Plaintiff Oscar Armenta

Dated: 4-25-25 ________________________________

Defendant Art Deck, Inc.
By Arturo Rubinstein
Its President

Dated: 4-25-25 ________________________________

Defendant Arturo Rubinstein

AGREED AS TO FORM:

Dated: ____________________ ________________________________

Daniel Srourian, Esq.
Counsel for Plaintiff

Dated: 4-25-25 ________________________________

Brian D. Peters, Esq.
Counsel for Defendants

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

IF YOU WORKED AS AN HOURLY EMPLOYEE FOR ART DECK, INC. IN THE STATE OF CALFORNIA, YOU MAY BE ENTITLED TO OBTAIN PAYMENT FROM A SETTLEMENT REACHED IN A PROPOSED CLASS ACTION LAWSUIT

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

This Notice is court approved. This is not a solicitation from an attorney.

WHY DID I GET THIS NOTICE?

You have received this Class Notice because we believe that you are a Class Member who may be entitled to money from this settlement.

This Class Notice describes a proposed settlement of the lawsuit *Oscar Armenta v. Art Deck, Inc., et al.* pending in the Los Angeles County Superior Court, Case No. 21STCV30691 (the "Lawsuit"). This Class Notice is being sent to you by the order of the Los Angeles County Superior Court, which preliminarily approved the settlement and conditionally certified the Settlement Class on [date of preliminary approval].

This Notice informs you of the terms of the proposed settlement, describes your rights and options in connection with the settlement, and explains what steps you may take to participate in, object to, or exclude yourself from the settlement. **If you do not exclude yourself from the settlement and the settlement is finally approved by the Court, you will receive a settlement payment and be bound by the terms of the settlement and any final judgment**.

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit was filed by Plaintiff Oscar Armenta ("Plaintiff") on behalf of himself and all others similarly situated who worked as hourly employees for Art Deck, Inc. in California between August 19, 2017 and September 30, 2024 (the "Class Period"). The Lawsuit also named Arturo Rubinstein as a defendant, contending that, *inter alia*, he could be held liable pursuant to Labor Code § 558.1. Art Deck, Inc. and Arturo Rubinstein are at times collectively referred to as "Defendants"..

The Lawsuit alleges that Art Deck, Inc. violated California law by failing to pay the minimum wage, failing to compensate for all hours worked, failing to pay overtime, failing to provide meal breaks and/or pay meal period compensation, failing to provide rest breaks and/or pay rest period compensation, failing to furnish accurate wage and hour statements, failing to maintain accurate payroll records, and failing to pay all wages due upon discharge. The Lawsuit also alleges that Art Deck, Inc. engaged in unfair business practices and violated the California Private Attorneys General Act ("PAGA") by engaging in these alleged violations. Plaintiff seeks to bring these claims as a

Class and PAGA representative action on behalf of himself and other current and former employees of Art Deck, Inc. and against Arturo Rubinstein individually.

Defendants deny each and all of these claims and contentions alleged by the Plaintiff and contend they have complied with the law at all times. The Court has not made any rulings regarding the merits of the Lawsuit.

After engaging in extensive investigation and a mediation before an experienced mediator, in which both sides recognized the substantial risks of an adverse result in the Lawsuit for either side, Plaintiff and Defendants agreed on a class settlement that was preliminarily approved by the Court on [date of preliminary approval]. Plaintiff and Class Counsel support the settlement.

The settlement represents a compromise of highly disputed claims. Nothing in the settlement is intended to or will be construed as an admission by Defendants that Plaintiff's claims in the Lawsuit have merit or that they have any liability to Plaintiff or the Settlement Class on those claims.

The parties and their counsel have concluded that the settlement is advantageous, considering the risks and uncertainties to each side of continued litigation and trial.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons, called Class Representative(s), sue on behalf of other people who have similar claims. Oscar Armenta is the Class Representative in the Lawsuit, and he is asserting claims on behalf of himself and the Class Members. All of the Class Members form a Settlement Class. A class action allows one court to resolve the claims of all of the Class Members at the same time. A California Superior Court judge, Lawrence P. Riff, is in charge of this class action.

WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a settlement. That way, both sides avoid the risks and costs of a trial, and people affected will quickly receive compensation. The Class Representative and the attorneys think the settlement is in the best interest of the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All individuals who worked for Art Deck, Inc. as nonexempt, hourly-paid employees in California at any time from August 19, 2017 through September 30, 2024.

According to Art Deck, Inc.'s records, you are a member of the Settlement Class and eligible for payments under the settlement. If you are still not sure if you are entitled to participate in the settlement, please call the Settlement Administrator at the number directly below.

[PHOENIX CLASS ACTION ADMINISTRATION TOLL FREE PHONE NUMBER].

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

In exchange for the release of claims against it and final disposition of the Lawsuit, Defendants will pay One Hundred, Forty Thousand Dollars and No Cents ($140,000.00) (the "Gross Settlement"). After the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment to the Plaintiff, the PAGA Settlement Amount, and the Administration Expenses Payment are deducted from the Gross Settlement, the remaining "Net Settlement Amount" will be distributed to Participating Class Members. Subject to Court approval, the Gross Settlement will be allocated as follows:

Individual Settlement Payment: Each Participating Class Member will receive Individual Class Payments based on the total number of weeks worked as an hourly employee in California during the relevant time period. Some Class Members (those who are also Aggrieved Employees – defined below) may also receive a payment for PAGA penalties. Such payments will be calculated as follows:

> An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
>
> $10,000.00 of the Gross Settlement Amount shall be used to fund the PAGA Settlement Amount. 75% of the PAGA Settlement Amount ($7,500.00) will be paid directly to the LWDA. The remaining 25% ($2,500) of the PAGA Settlement Amount will be divided on a pro rata basis to those current or former non-exempt, hourly employees who worked for Art Deck, Inc. at any time during the PAGA Period (the "Aggrieved Employees") as payment of PAGA penalties. The PAGA Period means the period from August 3, 2020 through September 30, 2024. Each Individual PAGA Payment will be calculated by dividing the amount of the Aggrieved Employees' 25% share of PAGA Settlement Amount by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and then multiplying the result by each Aggrieved Employee's pay periods worked.

- **Class Representative Service Payment:** For acting as the Class Representative, Plaintiff will request from the Court an award of up to $7,500.00 in recognition of and as compensation for his efforts, such as starting the Lawsuit, volunteering time to assist with the case, and providing information and documents, as well as risks he assumed in starting and assisting with the prosecution of the Lawsuit. Any amount ordered by the Court will be paid from the Gross Settlement Amount
- **Class Counsel Fees Payment and Litigation Expenses Payment:** Class Counsel will request from the Court no more than one-third of the Gross Settlement ($$46,666.67) as attorney's fees for this litigation and resolution of the Lawsuit. Class Counsel will also request from the Court reimbursement for litigation costs advanced on behalf of the Settlement Class, which are

estimated to be no more than $15,000.00. Any amount ordered by the Court for Class Counsel's attorney's fees and costs will be paid from the Gross Settlement Amount.

- **PAGA Payment:** $10,000.00 from the Gross Settlement Amount is allocated for payment to the State of California under the Private Attorneys General Act of 2004. Upon Court approval, 75% of the allocation ($7,500.00) will be paid to the California Labor and Workforce Development Agency, and 25% ($2,500.00) of the allocation will be distributed to the Aggrieved Employees. Any amount ordered by the Court will be paid from the Gross Settlement Amount.

- **Administrator Expenses Payment:** The costs of settlement administration payable to the Settlement Administrator are estimated not to exceed $XXX, and pays for tasks such as mailing and tracking this Class Notice, mailing checks and tax forms, and reporting to the parties and the Court. Any amount ordered by the Court will be paid from the Gross Settlement Amount.

- All checks issued to Participating Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. After that time, the checks shall become null and void, and the Settlement Administrator will take all steps necessary to ensure that the funds from the Participating Class Member's un-cashed check(s), including unpaid cash residue(s), or other unclaimed or abandoned fund(s), are distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et. seq., for the benefit of those Class Members who did not cash their checks until such time that they claim their property.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT, AND HOW MUCH WILL I RECEIVE?

You do not need to do anything to receive a payment from the settlement.

Art Deck, Inc.'s records show that you [were/were not] employed by Art Deck, Inc. as a nonexempt, hourly-paid employee in California at any time from August 3, 2020 through September 30, 2024. Accordingly, [your anticipated share of the PAGA penalties is estimated to be [$ AMOUNT]] OR [you are not entitled to a share of PAGA penalties under this Settlement].

Art Deck, Inc.'s records show that, while you worked as an hourly employee during the relevant time period, you worked a total of [XXX] weeks. Accordingly, your anticipated settlement share is [$ AMOUNT]. The actual amount may vary somewhat based on the actual implementation of the settlement. Payment to Participating Class Members will be made in two installments, the first occurring about one (1) year after the court grants final approval of the settlement and the second occurring about one (1) year after the first installment payment is made. Those Participating Class Members who are entitled a share of PAGA penalties under this Settlement will receive their payment about thirty (30) days after the court grants final approval of the settlement.

Ten percent (10%) of your payment will be issued in a check representing unpaid wages with applicable federal, state, and local tax withholdings taken out, and you will be sent an IRS Form W-2 for tax purposes (just like a paycheck); ninety percent (90%) of your payment will represent interest, penalties, and expense reimbursement and will be reported on IRS Form 1099 for tax purposes. You will need to speak with an accountant or other tax professional about any tax issues related to your settlement checks.

If you don't agree with the information about the amount of your anticipated settlement share(s), you have an opportunity to dispute the information. Any disputes should be sent in writing to the Settlement Administrator postmarked or fax time-stamped on or before the [RESPONSE DEADLINE]. Along with your written letter explaining the dispute, you should include the last four digits of your social security number and any records (such as paystubs, pay checks or other records) that you have to support your calculation of the total number of weeks you worked for Art Deck, Inc. as an hourly employee in California during the relevant time period. The date of the postmark or fax time-stamp will determine if your dispute was timely sent. Any evidence submitted by you will be evaluated and a final decision will be made as to the correct amount of your settlement share.

The Settlement Administrator is:

Phoenix Class Action Administration
Street
City, California Zip Code

WHAT AM I GIVING UP TO STAY IN THE CLASS AND GET COMPENSATION?

Unless you ask to be excluded, you will remain a part of the Settlement Class, and that means you can't sue, continue to sue, or be a part of any other lawsuit or proceeding making any of the same claims and allegations made in *this* case. It also means all of the Court's orders will apply to you and legally bind you.

If you stay in the Settlement Class, Plaintiff and all Participating Class Members will release and discharge Art Deck, Inc. and Arturo Rubinstein, and each of its/his/their past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, consultants, and its/his/their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (the "Released Parties") from all claims, demands, rights, liabilities and causes of action based on the facts alleged in the Operative Complaint in the Lawsuit based on the factual allegations therein, that arose during the Class Period with respect to the following claims: (a) failure to pay overtime wages; (b) failure to pay minimum wage; (c) failure to pay meal period compensation; (d) failure to pay rest period compensation; (e) failure to furnish accurate wage and hour statements; (f) failure to pay wages upon discharge; (g) unfair competition; and (h) violation of Private Attorneys General Act of 2004, *et seq.*, that could have been premised on the facts, claims, causes of action or legal theories described above or in the Operative Complaint in the Action; and (k) violations of Labor Code sections 201, 202, 203, 204, 206, 210, 216, 218.5, 218.6, 221, 226, 226.3, 226.7, 226.8, 432.5, 450, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698, *et seq.*, and the Industrial Welfare Commission Wage Orders, including, but not limited to, IWC Wage Order No. 16, and claims under Business & Professions Code section 17200, *et seq.*, that could have been sought based on the facts, claims, causes of action or legal theories described above and in the Operative Complaint in the Lawsuit. The Parties agree that this Release shall not become final until after Defendants' payment of the Final Payment has been made to the Settlement Administrator.

All Aggrieved Employees will release and discharge the Released Parties from all claims, demands, rights, liabilities and causes of action under California Labor Code Private Attorneys General Act of 2004 as asserted in Plaintiff's PAGA Notice and the Operative Complaint that arose during the PAGA Period premised on the facts, claims, causes of action or legal theories described above. The release period for the PAGA claim shall be the same as the PAGA Period. All Aggrieved Employees, regardless of whether they have opted out of the Settlement Class, and the State of California shall be bound by the PAGA Release and fully release and discharge Defendants and all Released Parties from all released PAGA claims upon the final approval of the settlement of PAGA Claims in this Lawsuit. The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself or herself from the Settlement. Unless otherwise provided by law, the Parties further agree there is no right or opportunity for any Aggrieved Employee to appeal the approval of the PAGA settlement by the Court, this settlement shall not be subject to collateral attack by any Aggrieved Employee, and such prohibited collateral attack shall include, but not be limited to, claims that the Aggrieved Employee failed, for any reason, to timely receive his or her individual Settlement Payment.

Plaintiff, as the Class Representative, have agreed to execute a separate general release of all claims against Defendants under the terms of the Settlement Agreement, including a waiver of rights under California Civil Code Section 1542.

DO I HAVE A LAWYER IN THIS CASE?

The Court has decided the law firm below is qualified to represent you and the settlement Class. This law firm is called "Class Counsel."

Daniel Srourian, Esq.
SROURIAN LAW FIRM, P.C.
3435 Wilshire Blvd., Suite 1710
Los Angeles, California 90010
Telephone: (213) 474.3800
Facsimile: (213) 471.4160
Email: daniel@slfla.com

If you want to be represented by your own lawyer, you may hire one at your own expense.

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

You have the right to request exclusion from the settlement. To do so, you must submit a Request for Exclusion Form to the Settlement Administrator at the following address:

Phoenix Class Action Administration
Street
City, California Zip Code

To be valid, a Request for Exclusion should: (a) be signed by you; (b) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (c) clearly state that you do not wish to be included in the settlement; (d) be returned by fax or mail to the Settlement Administrator at the specified address and/or facsimile number above; and (e) be postmarked or faxed on or before the

[RESPONSE DEADLINE]. The date of the fax or postmark on the return mailing envelope will determine if your Request for Exclusion was timely submitted. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement and payment of the Gross Settlement Amount, including the Release(s) described in this Notice. A Request for Exclusion Form is included with this Notice.

If you timely request to be excluded from the settlement, you will not be entitled to receive any payment under the settlement. However, Aggrieved Employees will receive payment representing PAGA penalties regardless of whether they submit a Request for Exclusion and shall be deemed to have released any claims for PAGA penalties related to the Released Claims (defined above). Class Counsel will not represent your interests if you request to be excluded.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Class Member who has **not** asked to be excluded from the settlement may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. The Final Approval Hearing is scheduled to take place on [date of final approval hearing], 2024, at x:xx x.m. in Department 7 of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring St., Los Angeles, CA 90012.

To be valid, all written objections and supporting papers, if any, should be mailed or faxed to the Settlement Administrator no later than [RESPONSE DEADLINE] and should contain a statement of the Class Member's objections, a statement advising whether the objecting Class Member plans to appear at the Settlement Fairness Hearing and any legal briefs, papers or memoranda the objecting Class Member proposes to submit to the Court. The date of the fax or postmark on the return mailing envelope will be the exclusive means to determine whether a written objection has been timely submitted.

Phoenix Class Action Administration
Street
City, California Zip Code

To be valid, your written objection and all supporting papers, if any, must be postmarked or faxed on or before [RESPONSE DEADLINE]. An Objection Form is included with this Notice.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court, will bind all Class Members who do not request to be excluded from the settlement whether or not they receive or timely cash their Individual Settlement Payment. Final approval of the settlement will bar any Class Member who does not request to be excluded from the settlement from initiating a lawsuit or proceeding regarding the Released Claims.

WHAT IF MY CONTACT INFORMATION CHANGES?

If, after you receive this Class Notice, you change your mailing address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

THE FINAL APPROVAL HEARING

The Final Approval Hearing is scheduled to take place on [date of final approval hearing], 2024, at x:xx x.m. in Department 7 of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring St., Los Angeles, CA 90012. Any changes to the date and time of the Final Approval Hearing will be posted on the Settlement Administrator's website (www.__________).

At the Final Approval Hearing, the Court will make a final decision whether to approve the settlement, and will also decide what amounts will be awarded to Plaintiff for the Class Representative Service Award, and to Class Counsel for fees and costs.

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator's website (www.__________) within seven (7) calendar days after entry of the Final Order and Judgment. Notice of any change of date or location of any hearing will be posted on the settlement website along with the Court's current social distancing procedures for attendance at hearings and/or review of court files.

FURTHER INFORMATION

This Class Notice is only a summary of the settlement. The settlement, pleadings, and all other records of this litigation may be examined and copied any time during regular office hours in the Clerk's Office of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. Per prior health concerns, Class Members who wish to view documents related to this case at the Clerk's Office of the Los Angeles Superior Court should confirm rules including, but not limited to social distancing and the use of face masks and/or facial coverings, if any. To see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice), the Court's Preliminary Approval Order, and the operative complaint, they may be viewed at [URL to case-specific web page by Settlement Administrator].

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator Phoenix Class Action Administration at [TOLL FREE PHONE NUMBER] or Class Counsel listed above. Please refer to the *Oscar Armenta v. Art Deck, Inc., et al.* Class Action Settlement.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT WITH QUESTIONS OR FOR INFORMATION REGARDING THIS SETTLEMENT

REQUEST FOR EXCLUSION FORM

THIS IS *NOT* A CLAIM FORM. [COMPLETE THIS FORM *ONLY IF* YOU CHOOSE TO *NOT* PARTICIPATE IN THIS SETTLEMENT AND CHOOSE *NOT* TO RECEIVE A SETTLEMENT SHARE]

In The Matter of: *Oscar Armenta v. Art Deck, Inc., et al. pending in the Los Angeles County Superior Court, Case No. 21STCV30691*

INSTRUCTIONS: TO EXCLUDE YOURSELF OR "OPT-OUT" OF THE SETTLEMENT, THIS FORM SHOULD BE COMPLETED AND POSTMARKED OR FAXED TO THE SETTLEMENT ADMINISTRATOR, PHOENIX CLASS ACTION ADMINISTRATION, NO LATER THAN ________________, AT THE ADDRESS AND/OR FACSIMILE NUMBER BELOW. IF YOU FAIL TO DO SO, YOU WILL LOSE YOUR RIGHT TO OPT-OUT.

Phoenix Class Action Administration
[ADDRESS][FAX]

Please fill in all of the following information (type or print):
Name of Class Member (First, Middle, Last):
____
Address (Street Address, City, State, Zip):
____
Telephone: ______________________________________
Last Four Digits of Social Security Number: ______________________________
Location of Employment: ______________________________
Dates of Employment: _________________________________

IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING OR FAXING THIS FORM ON OR BEFORE [DATE].

I verify that the following is true: My name, address and other contact information are set forth above. I received and had the opportunity to read the Class Notice that was sent to me along with this Request for Exclusion Form. ***I understand that by opting-out of this class action settlement, I will not be eligible to receive any money that may result from any trial or settlement of this lawsuit, if there is one. I do not wish to receive compensation under the terms of any judgment or settlement or to otherwise participate in this class action.*** *I further understand that by opting-out, all personal representatives, spouses, and relatives who on account of a personal relationship to me might assert a claim for money will be deemed to have opted-out as well.*

I also understand that if I wish to assert any claims related to those set forth in this lawsuit in my individual capacity, I shall have to do so separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations, which restrict the time within which I may file any such action. I understand that I should consult with an attorney at my own expense if I wish to obtain advice regarding my rights with respect to this settlement or my choice to opt out of the settlement. Defendants have not encouraged me to opt out, and I choose to opt out on my own free will. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Any Questions? Call [Phoenix Class Action Administration at Toll Free Ph. #]

Date Signed

Signature of Class Member

NOTICE OF OBJECTION FORM

In The Matter of: *Oscar Armenta v. Art Deck, Inc., et al. pending in the Los Angeles County Superior Court, Case No. 21STCV30691*

Fill out this Notice of Objection Form *only if* you wish to object to the Settlement. If you have no objection to the Settlement, you do not have to do anything to receive settlement benefits. Please note, *you cannot submit this Notice of Objection Form if you have or plan to submit a Request for Exclusion*. Objecting to the settlement is simply telling the Court that you do not like something about the settlement. You can object only if you wish stay in the Settlement Class. Excluding yourself is telling the court that you do not want to be a part of the Settlement Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you.

If you wish to object to the settlement, fill out this Notice of Objection Form in its entirety, sign it, and return it to the Settlement Administrator at the address listed below by First Class U.S. Mail, postmarked no later than [Response Deadline], or by returning it to the Settlement Administrator by fax no later than [Response Deadline]. Class Members who wish to object to the settlement may appear at the Final Approval hearing to have their objection heard by the Court. Please attach copies of any papers, briefs, or other documents upon which your objection is based.

Phoenix Class Action Administration
[ADDRESS][FAX]

Please fill in all of the following information (type or print):

Name of Class Member (First, Middle, Last):

____

Address (Street Address, City, State, Zip):

____

Telephone: ______________________________________

Last Four Digits of Social Security Number: ____________________________

Location of Employment: ______________________________

Dates of Employment: _________________________________