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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LOUIS VARGAS, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

ANDY GUMP, INC., a California
corporation; and DOES 1 to 100, Inclusive,

Defendants.

Case No.: 23STCV04284 (Class Action)
Case No.: 23STCV11946 (PAGA Action)
**STIPULATION OF SETTLEMENT AND
RELEASE**

Judge: The Honorable William F. Highberger
Dept.: SS10

1 This Stipulation of Settlement and Release is entered into by plaintiff Louis Vargas on
2 behalf of himself individually and on behalf of the class members and aggrieved employees as set
3 forth herein, and on behalf of defendant as set forth herein.

4 **IT IS HEREBY STIPULATED AND AGREED** by the undersigned parties, subject to
5 approval by the Court, that the settlement of this action shall be effectuated upon and subject to
6 the following terms and conditions.

7 **I. DEFINITIONS**

8 The following capitalized and defined terms used in this Agreement shall have the
9 following meanings:

10 A. “Action” means collectively the above-referenced related class action and PAGA
11 action, filed in the Superior Court of the State of California, County of Los Angeles, Case No.
12 23STCV04284 (Class Action) and Case No. 23STCV11946 (PAGA Action).

13 B. “Agreement” or “Settlement” means this Stipulation of Settlement and Release
14 and all exhibits hereto.

15 C. “Class” means all current and former non-exempt, hourly paid employees of
16 Defendant working in California at any time during the Class Period.

17 D. “Class Counsel” means the law firm of E&L, LLP, including its counsel David
18 Lavi and Arie Ebrahimian, located at 8889 W. Olympic Blvd., 2nd Floor, Beverly Hills, CA
19 90211.

20 E. “Class Member” means any person who currently or formerly worked for
21 Defendant as a non-exempt, hourly paid employee in the State of California during the Class
22 Period.

23 F. “Class Period” means the time period from and including February 27, 2019
24 through December 8, 2024 (*i.e.* 60-days after the October 9, 2024 mediation date).

25 G. “Court” means the Superior Court of the State of California for the County of Los
26 Angeles, including, without limitation, the actions and orders of any assigned judge for the
27 Action.

28 H. “Defendant” means the defendant in the Action – Andy Gump, Inc.

1 I. "Defendant's Counsel" means the law firm LightGabler, LLP, located at 760
2 Paseo Camarillo, Suite 300, Camarillo, California, 93010.

3 J. "Distribution Formula" means the formula used to calculate each Settlement Class
4 Member's proportionate share of the Net Settlement Sum, and each PAGA Aggrieved
5 Employee's individual share of the PAGA Payment. The Distribution Formula for the class
6 action portion of the Action is as follows: the Net Settlement Sum shall first be allocated between
7 two sub-groups as follows: 1) 58.5% of the Net Settlement Sum shall be allocated to Settlement
8 Class Members who are subject to a Defendant arbitration agreement; and 2) the remaining
9 41.5% of the Net Settlement Sum shall be allocated to Settlement Class Members who are not
10 subject to a Defendant arbitration agreement. Subject to this sub-group allocation, each
11 Settlement Class Member's individual settlement payment will be calculated by: (a) dividing the
12 Net Settlement Sum allocated to such Settlement Class Members' sub-group (i.e. arbitration
13 agreement or non-arbitration agreement group) by the total number of workweeks worked by all
14 Settlement Class Members within the sub-group during the Class Period, and (b) multiplying the
15 result by each Settlement Class Member's workweeks during the Class Period. The Distribution
16 Formula for the PAGA Action portion of the Action is as follows: Because PAGA Aggrieved
17 Employees cannot opt out of the PAGA claim, each PAGA Aggrieved Employee, whether or not
18 a Settlement Class Member, shall also receive his or her individual share of the PAGA Payment
19 calculated as follows: (a) the number pay periods each PAGA Aggrieved Employee worked as an
20 hourly non-exempt employee for Defendant in California during the PAGA Period; divided by
21 (b) the aggregate number of pay periods worked by all PAGA Aggrieved Employees during the
22 PAGA Period; and then multiplied by the employee's portion (*i.e.* 25%) of the PAGA Payment.
23 The Parties agree that the Distribution Formula may be changed or modified as the Court in its
24 discretion deems appropriate for purposes of adjudicating, effectuating, or exercising jurisdiction
25 over the Settlement, without affecting the enforceability of this Settlement by the Parties hereto.

26 K. "Effective Date" means the date when all of the conditions set forth in Section IV,
27 paragraph O below – "Effective Date of Agreement" – have occurred.

28 L. "Final Judgment" means the order (or orders) entered and filed by the Court

1 entering final judgment and ending the Action pursuant to the terms of this Agreement.

2 M. "Generally Released Claims" means any and all claims, actions, causes of action,
3 rights, demands, debts, obligations, damages, accountings, or any other matters of whatever
4 nature, known or unknown, which the releasing party may have arising out of or relating to any of
5 the matters, acts or omissions described or referred to in the Action, or in any way arising from or
6 relating to the prior relationship, involvement, or contact between the Parties as of the date of the
7 Parties signing this Agreement, whether referred to in the Action or not, as of the date of the
8 Parties signing this Agreement. By way of example, the Generally Released Claims includes any
9 claims or causes of actions arising out of or related in any way to the releasing party's prior
10 relationships and interactions with the Released Parties, including, without limitation, any claims
11 (whether state, federal, or administrative) for compensation, salaries, wages, bonuses,
12 commissions, overtime, benefits, sick pay, holiday pay, vacation, paid time off, severance pay,
13 paid leave benefits, penalties, premiums, liquidated damages, interest, damages, back or front
14 pay, lost profits or opportunities, costs, expenses, attorneys' fees, employee benefits, promises
15 concerning any of the above, remedies of any other type, breach of contract or duty, fraud,
16 misrepresentation, defamation, discrimination or harassment in any form, retaliation, breach of
17 the implied covenant of good faith and fair dealing, wrongful or tortious discharge in violation of
18 statute or public policy, intentional or negligent infliction of emotional distress, or any other
19 claims arising under any federal, state, local or other governmental statute or ordinance, including
20 without limitation, the National Labor Relations Act; Title VII of the Civil Rights Act of 1964;
21 the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990; the Fair Labor
22 Standards Act; the Occupational Safety and Health Act; the Consolidated Omnibus Budget
23 Reconciliation Act of 1985; the Older Workers Benefit Protection Act; the Worker Adjustment
24 and Retraining Notification Act ("WARN"); the Employee Retirement Income Security Act of
25 1974; the Family and Medical Leave Act of 1993; the Rehabilitation Act of 1973; the Internal
26 Revenue Code of 1986, as amended; the Service Contract Act; the California Fair Employment
27 and Housing Act; the California Family Rights Act; the California Labor Code (including the
28 Private Attorneys General Act); the California Civil Code; the California Government Code; the

1 California Constitution; and any and all claims for penalties, punitive damages, exemplary
2 damages, attorneys' fees and costs, as well as any other statutes, laws regulations or damages of
3 similar content or effect.

4 N. "Gross Settlement Sum" or "GSS" means the total maximum settlement payment
5 and monetary amount to be paid by Defendant under this Settlement, which is Four Hundred and
6 Twenty-Five Thousand Dollars and No Cents (\$425,000.00).

7 O. "Net Settlement Sum" or "NSS" means the Gross Settlement Sum less amounts
8 deducted pursuant to this Agreement for the Court-approved PAGA Payment, settlement
9 administration fees and expenses, attorneys' fees and costs awarded to Class Counsel, and the
10 service award awarded to Representative Plaintiff. The Net Settlement Sum will constitute the
11 total sum available for Settlement Payments from which Settlement Class Members will be paid
12 under the Settlement.

13 P. "Notice Packet" means the mailing to Class Members consisting of the Class
14 Notice, the Objection Form, the Exclusion Form, and the Dispute Form. The proposed form of
15 the Class Notice, Objection Form, Exclusion Form, and Dispute Form are attached hereto as
16 Exhibits A, B, C, and D respectively, and the Parties agree that Exhibits A, B, C, and D may be
17 changed or modified as the Court in its discretion deems appropriate for purposes of adjudicating,
18 effectuating, or exercising jurisdiction over the Settlement, without affecting the enforceability of
19 this Settlement by the Parties hereto.

20 a. "Class Notice" means the written notice sent to Class Members following the
21 Preliminary Approval Order which summarizes and explains the Settlement
22 and Class Members' options in connection with the Settlement. The proposed
23 Class Notice is attached hereto as Exhibit A.

24 b. "Objection Form" means the written form sent to Class Members following
25 the Preliminary Approval Order by which a Class Member may submit an
26 objection to the Settlement. The proposed Objection Form is attached hereto as
27 Exhibit B.

28 c. "Exclusion Form" means the written form sent to Class Members following

1 the Preliminary Approval Order by which a Class Member may exclude
2 himself or herself from the class action portion of the Settlement (*i.e.* opt out),
3 though not from the settlement of the PAGA claim. The proposed Exclusion
4 Form is attached hereto as Exhibit C.

5 d. “Dispute Form” means the written form sent to Class Members following the
6 Preliminary Approval Order by which a Class Member may dispute the
7 number of qualified workweeks he or she has been credited with for purposes
8 of calculating that Class Member’s Settlement Payment. The proposed Dispute
9 Form is attached hereto as Exhibit D.

10 Q. “PAGA Aggrieved Employee” means a person who currently or formerly worked
11 for Defendant as a non-exempt, hourly paid employee in California during the PAGA Period.

12 R. “PAGA Notice” means the Labor and Workforce Development Agency notice
13 letter submitted by Representative Plaintiff and Class Counsel on or about February 27, 2023, and
14 Representative Plaintiff and Class Counsel confirm hereby that Representative Plaintiff and Class
15 Counsel have submitted no other PAGA notice letter to the LWDA concerning Defendant.

16 S. “PAGA Payment” means the payment amount that the Court approves as the
17 payment from the GSS to settle and resolve the Private Attorneys General Act (“PAGA”) claim
18 in the Action.

19 T. “PAGA Period” is the period from February 27, 2022 through December 8, 2024
20 (*i.e.* 60-days after the October 9, 2024 mediation date).

21 U. “PAGA Released Claims” means any and all wage and hour claims, rights,
22 demands, debts, liabilities, causes of action, primary rights, or claims for civil penalties arising
23 out of or related to work performed by PAGA Aggrieved Employees for any acts or omissions
24 during the PAGA Period that: 1) are alleged or were alleged, or could have been alleged in the
25 Action and Plaintiff’s PAGA Notice during the PAGA Period; or 2) arise out of, are comprised
26 of, and/or are related to the facts, matters, transactions or occurrences alleged in the Action,
27 whether under Federal, State, or Common Law, including, violations of the California Labor
28 Code, the California Business and Professions Code sections 17200 et seq., and the Fair Labor

Standards Act. By way of illustration only and not as a limitation, “PAGA Released Claims” includes all claims for civil penalties available for the above-referenced claims and theories of relief, including, without limitation, any claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, provisions regulating hours and days of work in any IWC order, failure to pay vacation wages, failure to provide sick pay, failure to provide notice of paid sick time accrual, unreimbursed expenses, failure to timely pay wages during employment or upon separation and for waiting-time penalties, failure to maintain accurate records or provide requested records, failure to provide accurate, itemized wage statements or other wage statement violations, unfair business practices, and including any claims arising therefrom for any monetary or non-monetary relief, and claims for attorneys’ fees, expenses, and costs, that may be obtained under the PAGA statute.

V. “Parties” means the parties to this Agreement, including specifically Representative Plaintiff, individually and on behalf of all Class Members and PAGA Aggrieved Employees, and Defendant.

W. “Preliminary Approval Order” means the Order entered and filed by the Court that preliminarily approves the terms and conditions of this Settlement, including, without limitation, the manner and content of providing notice to the Class.

X. “Released Parties” means Defendant Andy Gump, Inc. and its affiliates, subsidiaries, parents, predecessors, successors, assigns, owners, shareholders, managing agents, officers, directors, employees, attorneys, insurers, administrators, agents, representatives, heirs, estates, and powers-of-attorney.

Y. “Representative Plaintiff” means plaintiff Louis Vargas, individually and on behalf of all Class Members and PAGA Aggrieved Employees

Z. “Settled Class Claims” means any and all wage and hour claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for relief arising out of or related to work performed by Settlement Class Members during the Class Period that: 1) are alleged, were alleged, could have been alleged in the Action ; or 2) arise out of, are comprised of, and/or are

1 related to the facts, matters, transactions or occurrences alleged in the Action, whether under
2 Federal, State, or Common Law, including, violations of the California Labor Code, the
3 California Business and Professions Code sections 17200 et seq., and the Fair Labor Standards
4 Act. By way of illustration only and not as a limitation, “Settled Class Claims” includes all types
5 of recovery and relief available for the above-referenced claims and theories of relief, including,
6 without limitation, any claims for unpaid or untimely payment of any wages or other amounts
7 owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal
8 periods or rest breaks or for premium pay, provisions regulating hours and days of work in any
9 IWC order, failure to pay vacation wages, failure to provide sick pay, failure to provide notice of
10 paid sick time accrual, unreimbursed expenses, failure to timely pay wages during employment or
11 upon separation and for waiting-time penalties, failure to maintain accurate records or provide
12 requested records, failure to provide accurate, itemized wage statements or other wage statement
13 violations, unfair business practices, and including claims arising therefrom for damages,
14 reimbursement, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts,
15 interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief.
16 “Settled Class Claims” does not include claims for vested retirement benefits, wrongful
17 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
18 disability, social security, or workers’ compensation.

19 AA. “Settlement Administrator” means the selected third-party class action settlement
20 administrator approved by the Court for purposes of administering this Settlement as provided
21 herein.

22 BB. “Settlement Class Member” means each Class Member who does not validly
23 exclude himself or herself from this Settlement (*i.e.* opt out) pursuant to the terms herein.

24 CC. “Settlement Class” means all Settlement Class Members.

25 DD. “Settlement Fairness Hearing” or “Final Approval Hearing” means the Court
26 hearing (or hearings) following providing notice to the Class at which Representative Plaintiff
27 and Class Counsel will request that the Court determine whether to fully and finally approve the
28 fairness, reasonableness, and adequacy of the terms and conditions of the Settlement, and request

1 that the Court take other necessary and appropriate actions as provided under the terms herein.

2 EE. "Settlement Payment" means the payment to a Class Member under the terms of
3 this Agreement as part of this Settlement, which includes an individual's respective portion of the
4 Net Settlement Sum and/or an individual's respective portion of the PAGA Payment where
5 applicable.

6 FF. "Unknown Claims" means a person's released claims which such person does not
7 know or suspect to exist in that person's favor at the time of this Settlement, including such
8 claims which, if known by such person, might have affected such person's decision to enter into
9 this Settlement and agree and accept the releases herein. As to any person's release of its
10 Unknown Claims, that person expressly waives and relinquishes, to the fullest extent permitted
11 by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which
12 provides:

13 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
14 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST
15 IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH
16 IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR
17 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

18 As to a person's release of its Unknown Claims, that person also waives any and all
19 provisions, rights and benefits conferred by any law of any state or territory of the United States,
20 or principle of common law, or of international or foreign law, which is similar, comparable or
21 equivalent to Section 1542 of the California Civil Code. A person releasing Unknown Claims
22 may hereafter discover facts in addition to or different from those which he, she, or it now knows
23 or believes to be true with respect to its released claims, but hereby stipulates and agrees that with
24 this Settlement such person fully releases any and all released claims, known or unknown,
25 suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden,
26 which now exist, or heretofore have existed, upon any theory of law or equity, including, but not
27 limited to, conduct which is negligent, intentional, with or without malice, or a breach of any
28 duty, law, or rule, without regard to the subsequent discovery or existence of such different or

1 additional facts.

2 **II. RECITALS**

3 A. On February 27, 2023, Representative Plaintiff filed a wage-and-hour class action
4 complaint in the Superior Court of California, County of Los Angeles, LASC Case Number:
5 23STCV04284. The lawsuit alleged violation of: (1) Labor Code sections 1194 and 1197 (unpaid
6 minimum wages), (2) Labor Code sections 510, 1194, and 1198 (unpaid overtime); (3) Labor
7 Code sections 226.7 and 512 (failure to provide meal periods); (4) Labor Code sections 512 and
8 226.7 (failure to provide rest periods); (5) Labor Code section 227.3 (unpaid vacation and PTO
9 wages); (6) Labor Code section 246, et seq. (failure to provide sick pay); (7) Labor Code sections
10 2800 and 2802 (unreimbursed business expenses); (8) Labor Code section 204 (failure to timely
11 pay wages during employment); (9) Labor Code sections 201, 202 and 203 (failure to timely pay
12 final wages upon separation); (10) Labor Code section 226 (noncompliant wage statements); and
13 (11) Business & Professions Code section 17200, et seq. (unfair business practices).

14 B. On February 27, 2023, Representative Plaintiff provided a written notice to the
15 LWDA and Defendant of the provisions of the Labor Code he contends were violated and
16 theories allegedly supporting his contentions.

17 C. On May 25, 2023, Representative Plaintiff filed a separate complaint in the
18 Superior Court of California, County of Los Angeles, LASC Case Number: 23STCV11946,
19 alleging a single cause of action under PAGA predicated upon the same Labor Code violations
20 alleged in his February 27, 2023 class action complaint.

21 D. On June 20, 2023, the Court found the two cases to be related within the meaning
22 of California Rules of Court, Rule 3.300(a) and designated Case No.: 23STCV04284 (the class
23 action) as the lead case.

24 E. After engaging in informal discovery, investigations, and negotiations, on October
25 9, 2024, the Parties attended mediation with mediator Kevin T. Barnes that resulted in the
26 settlement of this matter via a mediator's proposal, subject to the Court's approval.

27 F. As will be further detailed and discussed in Representative Plaintiff's motion for
28 preliminary approval of the Settlement, Class Counsel, with the assistance of Representative

1 Plaintiff, has conducted a substantial investigation of the facts and law during the prosecution of
2 this Action. This has also included obtaining information concerning the composition of the Class
3 and PAGA Aggrieved Employees, and obtaining, and analyzing and reviewing a variety of
4 documents and other materials relating to the policies and practices of Defendant as these relate
5 to the asserted claims in the Action, and engaging in various damages analyses and assessments
6 in connection with the issues and liability theories in the case.

7 G. Representative Plaintiff and Class Counsel have concluded, after taking into
8 account the disputed factual and legal issues involved in this Action, the risks, expenses, and
9 delay involved in further prosecution of this case, and the benefits to be received by the Class and
10 PAGA Aggrieved Employees pursuant to the compromise and settlement of the Action at this
11 stage, as set forth in this Agreement, that settlement on the terms set forth herein is in the best
12 interest of the Class and PAGA Aggrieved Employees and is fair and reasonable. In particular,
13 Class Counsel and Representative Plaintiff understand the uncertainties and risks associated with
14 the class certification process, as well as the potential risks associated with legal and factual
15 defenses expected to be raised by Defendant. In light of such risks and the additional costs and
16 delay that would attend any ultimate recovery, if achieved, the settlement set forth herein is fair
17 and reasonable.

18 H. Defendant as well has concluded that there are benefits associated with settling
19 this Action at this stage. After taking into account the disputed factual and legal issues involved
20 in the Action, the expense and burden of protracted litigation, and Defendant's desire to resolve
21 the case and matters at issue and avoid incurring further costs in connection with defending
22 against the Action, Defendant believes that settlement on the terms set forth in this Agreement is
23 in its best interest. Without admitting or conceding liability based on Representative Plaintiff's
24 asserted claims, and specifically disputing Representative Plaintiff's claims and contentions in the
25 Action, Defendant hereby enters into this Agreement and agrees as provided herein to pay the
26 Gross Settlement Sum in payment for such settlement in order to resolve this litigation and bar
27 further litigation on the terms and conditions set forth in this Agreement and in order to avoid the
28 burden and expense associated with continued litigation.

1 NOW THEREFORE, in consideration of the recitals listed above and the promises and
2 releases set forth below, and intending to be legally bound and acknowledging the sufficiency of
3 the consideration and undertakings set forth herein, Representative Plaintiff individually and on
4 behalf of the Class and PAGA Aggrieved Employees, on the one hand, and Defendant, on the
5 other hand, agree that, subject to Court approval, the Action shall be, and is finally and fully
6 compromised and settled, on the following terms and conditions:

7 **III. RELEASE OF CLAIMS**

8 As a material part of this Agreement, upon the Effective Date:

- 9 1. Representative Plaintiff fully, finally, and forever releases, relinquishes,
10 settles, and discharges all Settled Class Claims against the Released Parties, all
11 PAGA Released Claims against the Released Parties, all Generally Released
12 Claims against the Released Parties, and all Unknown Claims against the
13 Released Parties.
- 14 2. All Settlement Class Members fully, finally, and forever release, relinquish,
15 settle, and discharge all Settled Class Claims against the Released Parties.
- 16 3. All PAGA Aggrieved Employees and Representative Plaintiff (individually
17 and on behalf of the Labor & Workforce Development Agency) fully, finally,
18 and forever release, relinquish, settle, and discharge all PAGA Released
19 Claims against the Released Parties.

20 **IV. PRELIMINARY APPROVAL, CLASS NOTICE, CLAIMS PROCESS, AND**
21 **SETTLEMENT FAIRNESS HEARING, AND EFFECTIVE DATE**

22 A. Procedures. As part of this Agreement, the Parties hereto agree to the following
23 procedures for seeking and obtaining the Court's preliminary approval of the Settlement,
24 certifying the Class for purposes of settlement only, notifying Class Members concerning the
25 Settlement, seeking and obtaining the Court's final approval of the Settlement, and
26 administering the Settlement.

27 B. Stipulation To Class Certification For Settlement Purposes Only. For purposes of
28 settlement only, the Parties hereto stipulate that all of the requisites for establishing class

1 certification for settlement purposes have been met. In the event this Settlement is not approved
2 by the Court or otherwise fails to become effective (including through the failure of any
3 condition precedent), the conditional class certification provided for herein for settlement
4 purposes only shall be void ab initio and of no force or effect, and shall not be admissible in any
5 judicial, administrative or arbitral proceeding for any purpose or with respect to any issue,
6 substantive or procedural.

7 C. Preliminary Approval of Settlement. Upon execution of this Agreement,
8 Representative Plaintiff shall request that the Court enter a Preliminary Approval Order. The
9 Preliminary Approval Order shall:

- 10 1. Preliminarily approve the proposed Settlement and this Agreement;
- 11 2. Approve the plan for the provision of notice to Class Members under this
12 Agreement, including the form of the Class Notice;
- 13 3. Approve the procedure for Class Members to exclude themselves/opt out of
14 the Settlement, including setting a deadline for Class Members to submit
15 exclusion/opt out requests;
- 16 4. Approve the procedure for Class Members to object to the Settlement or
17 dispute the workweek or other data used to calculate a Class Member's
18 individual settlement payment, including setting a deadline for Class Members
19 to submit such objections or disputes; and
- 20 5. Schedule the Settlement Fairness Hearing for proposed final approval of this
21 Settlement.

22 D. Motions For Preliminary And Final Approval And Coordination. Defendant will
23 not oppose Representative Plaintiff's motions for preliminary and final approval of the
24 Settlement provided such motions and related materials are consistent with the terms of this
25 Agreement as set forth herein. Defendant may, but is under no obligation to, file its own motions
26 and related materials in connection with seeking Court approval or review of the Settlement,
27 provided such motions and related materials are consistent with the terms of this Agreement as
28 set forth herein. Subject to the Court ordering hearing and other dates the Court believes are

appropriate, the Parties shall meet and confer in an attempt to set mutually agreeable hearing dates for both the motions for preliminary and final approval and any other hearing or scheduled events in connection with the Settlement.

E. Class Notice. Notice of the Settlement shall be provided to Class Members. Representative Plaintiff and Class Counsel believe and agree that the proposed procedures for such notice provide the best practicable notice to Class Members.

1. Transfer of Class Data to Settlement Administrator. Within fifteen (15) calendar days after entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator the name, last known address, and Social Security number of each Class Member, along with their weeks worked during the Class Period and pay periods worked during the PAGA Period. The Settlement Administrator will use such information for purposes of calculating each Class Member's share of the Net Settlement Sum and for mailing of the Notice Packet. The Settlement Administrator will keep this information confidential, use it only for the purposes described herein, and not disclose the information to any other party unless written permission is provided by Defendant allowing such disclosure.
2. Notice To Class. Within fifteen (15) calendar days after transfer of the above-referenced data for the Class to the Settlement Administrator, the Settlement Administrator will send the Notice Packet to Class Members, by first-class mail, at their last known address. Prior to mailing, the Settlement Administrator shall process the class list through the United States Postal Service's National Change of Address database to determine the most current address of all Class Members.
3. Re-Mailing Notice Packet. Notice Packets that are returned by the postmaster as undeliverable shall be re-mailed by the Settlement Administrator within five (5) calendar days of receipt subject to and in accordance with the following terms. If a forwarding address appears on the return envelope of any returned

1 Notice Packet, then the Settlement Administrator shall re-mail the Notice
2 Packet to that forwarding address. If no forwarding address appears on the
3 return envelope, then, where possible, the Settlement Administrator shall
4 perform a skip trace using identifying information provided by Defendant and
5 re-mail the Notice Packet to the Class Member's address identified by the skip
6 trace if an address is identified. The Settlement Administrator shall have no
7 responsibility to re-mail a Notice Packet more than once, unless otherwise
8 ordered by the Court. Class Members to whom the Notice Packet has been re-
9 mailed must take any action required under this Settlement before the
10 expiration of deadlines set forth in the Notice Packet. The time period for
11 opting out of/excluding oneself from the Settlement, or filing an objection or
12 dispute, shall not be extended for a Class Member to whom a Notice Packet
13 has been re-mailed, unless otherwise ordered by the Court.

14 4. Valid Notice. Upon completion of these steps by the Settlement Administrator
15 and subject to Court approval, this shall be deemed appropriate notice for
16 purposes of the Settlement, and Settlement Class Members shall be bound by
17 the terms of the Settlement and Final Judgment. The Settlement Administrator
18 shall provide a declaration of due diligence and proof of mailing with regard to
19 the mailing of the Notice Packet, follow-up communications, and its other
20 duties as specified in the Settlement. Class Counsel shall file the Declaration
21 of the Settlement Administrator at least sixteen (16) court days prior to the
22 Settlement Fairness Hearing.

23 F. Administration / Exclusion / Objection and Dispute Process

24 1. Effectuation and administration of this Settlement does not require submission
25 of a claim form for receipt of a settlement payment. Provided, however, under
26 the terms of this Settlement, as to any Class Member who does not validly opt-
27 out of the Settlement, this Settlement will be fully binding on such Class
28 Member, including the release of claims provided herein, and any assertion by

1 such Class Member that he or she did not receive or submit a claim form, did
2 not receive a settlement payment, or did not receive notice of the Settlement
3 (provided the Notice Packet was mailed to the Class Member) shall be of no
4 force and effect and the Class Member shall be bound by the terms and
5 conditions of this Agreement, and shall also be bound by the Court's judgment
6 in this Action, including the release of claims against the Released Parties as
7 provided in this Agreement.

- 8 2. Class Members may choose to exclude themselves/opt out of this Settlement.
9 To do so, Class Members must within forty-five (45) calendar days after the
10 Settlement Administrator first mails the Notice Packet, mail to the Settlement
11 Administrator a written request to exclude themselves/opt out of the
12 Settlement which unambiguously requests to be excluded from the Settlement
13 in conformance with the Exclusion Form, including, this being signed by the
14 Class Member, and including his/her name, address, and last four digits of
15 his/her social security number. A Class Member that submits a valid request to
16 exclude themselves/opt out will not participate in or be bound by the
17 Settlement. Provided, however, with respect to the PAGA portion of the
18 Settlement, including the release of PAGA claims, a Class Member that opts
19 out of the Settlement will be bound by the Settlement as it pertains to the
20 PAGA portion of the Settlement. A Class Member who does not validly
21 exclude himself or herself from the Settlement will be subject to and bound by
22 the terms and conditions of the Settlement upon entry of the Court's order
23 granting final approval to the Settlement. Dates of mailing in connection with
24 this Settlement shall be determined by the postmark date.
- 25 3. Any Class Member who does not validly exclude himself or herself from the
26 Settlement may object to the Settlement or dispute the workweek or other data
27 used to calculate a Class Member's individual settlement payment as provided
28 herein. Objections and disputes must be submitted within forty-five (45)

1 calendar days from the postmark date of when the Notice Packet is initially
2 sent and must be submitted in conformance with the Objection Form and/or
3 Dispute Form and this Settlement, including, being signed by the Class
4 Member and providing the other information provided for therein. A Class
5 Member who objects to the Settlement, or disputes the workweek or other data
6 used to calculate a Class Member's individual settlement payment, may enter
7 an appearance *in propria persona*, or through his/her own attorney. If the
8 Court approves the Settlement, irrespective of a Class Member's objection or
9 dispute, the Class Member will receive a Settlement Payment and will be
10 bound by the Settlement in all respects, including the release of claims
11 provided herein.

- 12 4. If a Class Member submits an objection or a dispute, and a request to
13 exclude/opt out, the exclusion/opt-out request will be voided and of no force or
14 effect and the objection and/or dispute will be treated as submitted as though
15 without a request to exclude/opt out, unless otherwise ordered by the Court.
- 16 5. All objections, disputes, and opt-out requests shall be sent directly to the
17 Settlement Administrator at the address indicated on the forms. The Settlement
18 Administrator will certify to Class Counsel and Defendant's Counsel which
19 exclusion/opt out requests, objections, and disputes were timely submitted, if
20 any. The Settlement Administrator shall be responsible for calculating each
21 Class Member's share of the Net Settlement Sum. In connection with the
22 Settlement Payments to be made to Settlement Class Members, the Settlement
23 Administrator shall be responsible for withholding all required state and
24 federal taxes and other withholdings, if any, and for communicating this
25 information to Defendant's Counsel and Class Counsel. Upon completion of
26 its processing, the Settlement Administrator shall provide Class Counsel and
27 Defendant's Counsel with a report listing the estimated Settlement Payment
28 that each Class Member is eligible to receive. Provided, however, when

disclosed to Class Counsel, the report shall be anonymized, and keep confidential and not disclose the names or contact information of Class Members or PAGA Aggrieved Employees.

6. A Class Member who does not timely exclude himself/opt out of the Settlement as described in this Agreement shall be bound by the terms and conditions of this Agreement, and shall also be bound by the Court's judgment in this Action, including the release of claims against the Released Parties as provided in this Agreement. Provided, however, with respect to the PAGA portion of the Settlement, including the release of PAGA claims, a Class Member that excludes himself or herself from the Settlement will be bound by the Settlement as it pertains to the PAGA portion of the Settlement.

7. Class Members who fail to submit or make timely objections or disputes shall be deemed to have waived any objections or disputes and shall be foreclosed from making or submitting any objection or dispute in connection with the Settlement, unless otherwise ordered by the Court, and such Class Members shall be bound by the terms and conditions of this Agreement, and shall also be bound by the Court's judgment in this Action, including the release of claims against the Released Parties as provided in this Agreement.

8. PAGA Aggrieved Employees shall have no right to opt out of the PAGA portion of the Settlement or the release of the PAGA Released Claims.

G. Non-Interference With Administration Procedure And Settlement. The Parties hereto and their counsel and/or any other agents shall not seek, solicit, or otherwise encourage Class Members to submit exclusion/opt-out requests, or objections or disputes, in connection with the Settlement.

H. Interim Reports By The Settlement Administrator. After expiration of the time period for Class Members to timely request to exclude themselves/opt out, or to submit an objection or dispute, the Settlement Administrator shall provide counsel for the Parties hereto with a declaration setting forth: (a) due diligence and proof of mailing of the Notice Packet; (b)

1 the total number of Class Members who were sent the Notice Packet; (c) the total number of
2 Class Members who submitted documents that were deficient, or disputed the Settlement
3 Payment estimate or related data stated in their Class Notice; (d) the total number of Class
4 Members who submitted valid requests to exclude themselves/opt out, including the postmark
5 dates for each; and (e) the total number of Class Members who submitted timely objections to
6 the Settlement, along with complete (but anonymized) copies of all objections received,
7 including the postmark dates for each objection. If any additional events or changes in status
8 have occurred with respect to the matters addressed in the Settlement Administrator's
9 declaration, the Settlement Administrator shall provide an updated declaration on these matters
10 three (3) calendar days prior to the date of the Settlement Fairness Hearing, and again, in the
11 event of such events or changes in status, within three (3) calendar days after the Effective Date
12 of the Settlement or such other later date as the Court may order or the Parties may agree upon.

13 I. Settlement Fairness Hearing. After expiration of the deadline for opting
14 out/excluding oneself and submitting objections and disputes, the Court shall conduct a
15 Settlement Fairness Hearing to determine if it will grant final approval of the Settlement. No
16 later than sixteen (16) court days prior to the Settlement Fairness Hearing (or unless otherwise
17 ordered by the Court), Class Counsel shall file with the Court a motion for final approval of the
18 Settlement and an application for an award of fees, costs, expenses and a service award to
19 Representative Plaintiff, and all declarations in support thereof, and the declaration of the
20 Settlement Administrator, excluding any updated declaration of the Settlement Administrator
21 which may be later presented to the Court or at the time of the hearing. In accordance with the
22 terms of this Settlement, the final approval order shall find and determine that this Settlement is
23 fair, just, equitable, reasonable, and adequate in all of its terms; that the Settlement is in the best
24 interests of the Settlement Class; and that the Parties, the Settlement Class Members, and the
25 PAGA Aggrieved Employees are subject to and shall carry out the provisions of this Agreement
26 as provided herein.

27 N. Final Judgment. In connection with final approval by the Court at the Settlement
28 Fairness Hearing, Representative Plaintiff will request that the Court enter the Final Judgment.

1 O. Effective Date of Agreement. The “Effective Date” of this Agreement means the
2 date when all of the following have occurred:

3 a) this Settlement Agreement has been signed by the Parties hereto, Class Counsel,
4 and Defendant’s counsel;

5 b) the Court has granted preliminary approval to the Settlement;

6 c) the Court has granted final approval to the Settlement (including approval of the
7 settlement of the PAGA claim), has entered and filed the final approval order and
8 final judgment, and the judgment has become final. The judgment will be final
9 either: (a) sixty-five (65) days after the notice of entry of the final approval order
10 and judgment, if no motions for reconsideration and no appeals or other efforts to
11 obtain review have been filed; or (b) in the event that a motion for reconsideration,
12 an appeal or other effort to obtain review of the final order and judgment has been
13 filed, the date sixty-five (65) days after such reconsideration, appeal or review has
14 been resolved in favor of the Settlement and no other appeal, writ or other appellate
15 court review is possible. In the event any appeal or other challenge is filed
16 concerning the Settlement, administration of the Settlement shall cease and be
17 stayed pending final resolution of such appeal or challenge.

18 V. **SETTLEMENT FUNDS, PROCESSING, AND SETTLEMENT PAYMENT**

19 A. Deposit And Payment of Gross Settlement Sum: Within twenty (20) calendar days
20 after the Effective Date, Defendant shall deposit with the Settlement Administrator the Gross
21 Settlement Sum. The Settlement Administrator shall then deposit the Gross Settlement Sum into
22 an interest-bearing account.

23 1) The Gross Settlement Sum to be paid as provided above includes all payments to
24 Settlement Class Members for the Settlement Payments and payment for all penalties,
25 costs, and fees in connection with the Settlement, including the PAGA Payment,
26 Representative Plaintiff’s and Class Counsel’s attorney fees and costs, Settlement
27 Administrator fees, Representative Plaintiff’s service payment, and employee-side
28 state and federal taxes and withholdings.

- 1 2) Separate from its Gross Settlement Sum payment obligation, Defendant also shall be
2 responsible for paying employer-side taxes owed in connection with the Settlement.
- 3 3) Defendant shall have no obligation to make any additional payment over and above its
4 Gross Settlement Sum payment obligation set forth herein, except for Defendant's
5 payment of employer-side state and federal payroll taxes that are owed on that portion
6 of the settlement allocated as W-2 wages, or unless required under the paragraph
7 below entitled "Material Increase In Defendant's Workweek Number."

8 B. Distribution Of Gross Settlement Sum. The Gross Settlement Sum, which shall be
9 paid as set forth above, shall be distributed in accordance with the Court's final approval and
10 other orders to the following recipients: a) Settlement Class Members to pay sums owed to
11 Settlement Class Members under the Distribution Formula with each Settlement Class Member's
12 share of payroll taxes and other withholdings deducted therefrom being paid to the appropriate
13 taxing and other authorities by the Settlement Administrator; b) for the PAGA Payment to be
14 distributed the LWDA (75% of the PAGA Payment) and PAGA Aggrieved Employees (25% of
15 the PAGA Payment distributed among PAGA Aggrieved Employees); c) Representative Plaintiff
16 to pay for any service award approved by the Court; d) to the Settlement Administrator to pay for
17 administration fees and costs of the Settlement as approved by the Court; and e) to Class Counsel
18 to pay for attorneys' fees and costs as approved and awarded by the Court. To clarify and for
19 avoidance of doubt, this paragraph specifies the recipients of the Gross Settlement Sum
20 distributions, not the amount of or formula for such distributions or the relative sequencing of
21 such distributions to recipients.

22 C. Timing of Gross Settlement Sum Distribution. With respect to the timing of the
23 distribution of the Gross Settlement Sum, this shall be distributed by the Settlement
24 Administrator as provided herein within fifteen (15) calendar days after the Defendant has
25 deposited the Gross Settlement Sum.

26 D. PAGA Payment. As part of seeking Court approval of the Settlement,
27 Representative Plaintiff will petition the Court to approve the Settlement and resolution of the
28 PAGA claim in the Action. Representative Plaintiff will request that the Court approve \$30,000

1 as the PAGA Payment for purposes of settling and resolving the PAGA claim, with 75% of such
2 amount to be paid to the Labor and Workforce Development Agency and the remaining 25% to
3 be paid to PAGA Aggrieved Employees in accordance with their calculated share as provided
4 under the Distribution Formula. If the Court requires a greater amount as the PAGA Payment
5 under this Settlement, Defendant shall not be required to contribute an additional amount. Rather,
6 any additional amount required to secure PAGA settlement approval in accordance with this
7 Settlement shall be deducted from the Gross or Net Settlement Sum and shall not be grounds for
8 the Parties hereto to object to or reject this Settlement. The Parties hereto agree that regardless of
9 the amount of the PAGA Payment that the Court approves, the enforceability of this Settlement
10 shall not be affected. In connection with seeking Court approval of the Settlement, Representative
11 Plaintiff shall submit a copy of this Agreement and any Court approval thereof to the LWDA in
12 accordance with the PAGA statutory scheme. The Court's ruling on the amount of the PAGA
13 Payment (whether awarded as requested or altered at the discretion of the Court) shall not affect
14 the enforceability of this Agreement, or the ability of the Court to otherwise approve the
15 Settlement. Class Members shall have no right to opt out of the release of the PAGA Released
16 Claims and will receive their respective portion of the PAGA Payment (where applicable)
17 regardless of whether they opt out of the Settlement as Class Members.

18 E. Application For Attorneys' Fees And Costs. Class Counsel will petition the Court
19 for an award of attorneys' fees and costs and may petition the Court for an award of attorneys'
20 fees in an amount not to exceed one-third of the Gross Settlement Sum, or One-Hundred Forty-
21 One Thousand, Six-Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$141,666.67). This sum is
22 intended to compensate Class Counsel for the work it has and will perform in this Action,
23 including, but not limited to, investigating, initiating, and litigating Representative Plaintiff's,
24 Class Members', and PAGA Aggrieved Employees' claims, negotiating and documenting the
25 Settlement, seeking and obtaining Court approval of the Settlement, continuing counsel's work in
26 connection with the administration and implementation of the Settlement, and obtaining Final
27 Judgment in the Action. Class Counsel shall also be entitled to seek reimbursement from the
28 Gross Settlement Sum of all reasonable, documented out of pocket costs related to the Action

1 incurred by Class Counsel, separate from its request for attorneys' fees, presently estimated to be
2 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). The Settlement Administrator (and
3 not Defendant) shall be responsible for issuing an IRS Form 1099 to Class Counsel reflecting the
4 Attorneys' Fees and Costs awarded by the Court. Defendant agrees not to oppose Class Counsel's
5 request for an award of fees and costs as provided herein. The Court's ruling concerning Class
6 Counsel's application for attorney fees and costs (whether awarded as requested or altered at the
7 discretion of the Court) shall not affect the enforceability of this Agreement, or the ability of the
8 Court to otherwise approve the Settlement.

9 F. Service Award To Representative Plaintiff. Class Counsel will petition the Court
10 for a service award to Representative Plaintiff in the amount not to exceed \$10,000. The service
11 award to Representative Plaintiff shall be in addition to whatever monetary settlement payment
12 Representative Plaintiff is entitled to receive for purposes of his Settlement Payment. The
13 Settlement Administrator (and not Defendant) shall be responsible for issuing an IRS Form 1099
14 to Representative Plaintiff reflecting the service award approved by the Court, which will be paid
15 from the Gross Settlement Sum. The Court's ruling on the request for a service award (whether
16 awarded as requested or altered at the discretion of the Court) shall not affect the enforceability of
17 this Agreement, or the ability of the Court to otherwise approve the Settlement.

18 G. Settlement Administration. The Parties have selected Phoenix Settlement
19 Administrators as the Settlement Administrator for the Settlement, and Class Counsel will seek
20 Court approval of Phoenix Settlement Administrators as the Settlement Administrator. The Gross
21 Settlement Sum shall be paid to or transferred to the Settlement Administrator or a qualified
22 settlement fund established by the Settlement Administrator in accordance with the payment
23 terms and time periods set forth above. The Settlement Administrator's duties shall include,
24 without limitation: establishing a qualified settlement fund for administering this Settlement;
25 calculating, processing, and sending each Class Member's share of the Net Settlement Sum and
26 PAGA Payment; processing Class Members through the United States Postal Service's National
27 Change of Address database; formatting, printing, and mailing the Notice Packets; processing any
28 exclusion requests and objections from Class Members; processing, following up and resolving

1 disputes regarding Settlement Payment calculations; performing necessary searches on notices
2 returned as undeliverable; providing required disclosures and declarations to the Parties and the
3 Court concerning the status and administration of the Settlement; processing and distributing
4 Settlement Payments, tax deductions, and tax forms; receiving, depositing, and distributing the
5 Gross Settlement Sum in accordance with the Settlement and the Court's orders related thereto;
6 providing declaration(s) as necessary in support of preliminary and/or final approval of the
7 Settlement; and other tasks as the Parties mutually agree upon or the Court orders the Settlement
8 Administrator to perform. The Settlement Administrator shall be responsible for all tax filing and
9 reporting. Class Members assume full responsibility and liability for the payment of taxes and
10 withholdings due by them on all payments made in connection with the Settlement. The
11 Settlement Administrator's fees and costs shall be deducted from the Gross Settlement Sum.
12 Representative Plaintiff, Class Counsel, Defendant, and Defendant's Counsel shall have no
13 responsibility for validating or ensuring the accuracy of the Settlement Administrator's work, but
14 will work with the Settlement Administrator to facilitate accurate settlement administration to the
15 best of their abilities. Representative Plaintiff, Class Counsel, Defendant, and Defendant's
16 Counsel shall not bear any responsibility for errors or omissions by the Settlement Administrator
17 in the calculation or distribution of the Settlement Payments. All disputes relating to the
18 Settlement Administrator's performance of its duties shall be referred to the Court, if necessary,
19 which shall have continuing jurisdiction over the terms and conditions of the Settlement until all
20 payments and obligations contemplated by the Settlement have been fully satisfied and carried
21 out.

22 H. Class Member Settlement Payment and Payment Amount Dispute Procedure. The
23 Notice Packet will be individualized and include a statement of a recipient Class Member's
24 estimated Settlement Payment as calculated based on available records from Defendant and the
25 Distribution Formula.

26 If a Class Member chooses not to challenge the information set forth in the Notice
27 Packet, the Class Member need not do anything, and payment will be made in accordance with
28 the Notice Packet and the Distribution Formula.

1 If a Class Member wishes to challenge his or her individualized information
2 pertaining to his or her Settlement Payment as set forth in the Notice Packet, that Class Member
3 must submit a written, signed Dispute Form along with any supporting documents or other
4 supporting information to the Settlement Administrator within forty-five (45) calendar days of the
5 postmark date in which the Notice Packet was mailed to the Class Member. No challenge will be
6 timely if postmarked more than forty-five (45) calendar days after the date the Notice Packet was
7 mailed to the Class Member, unless otherwise ordered by the Court.

8 Within five (5) calendar days from the date the Settlement Administrator receives
9 notice of the dispute, the Settlement Administrator will send to Defendant's Counsel a copy of
10 the documentation submitted in connection with such challenge. Defendant's Counsel may
11 supply information to the Settlement Administrator concerning any such challenge but is not
12 obligated to do so. While the Settlement Administrator shall consider all information submitted,
13 Defendant's records will be subject to a rebuttable presumption of correctness for purposes of
14 determining a Class Member's individualized information pertaining to his or her Settlement
15 Payment amount. Within ten (10) calendar days from the date the Settlement Administrator
16 receives documentation from the Class Member concerning the dispute, the Settlement
17 Administrator will make a determination without hearing or right to appeal and communicate that
18 determination to the Class Member, Class Counsel, and Defendant's Counsel. The determination
19 by the Settlement Administrator concerning the dispute shall be binding in connection with the
20 Settlement, unless otherwise approved by the Court, which shall have the power to review all
21 disputes submitted to the Settlement Administrator. Disputes concerning Settlement Payments,
22 and any unresolved or outstanding claims or challenges concerning the Settlement shall be settled
23 and resolved prior to distribution of the Gross Settlement Sum.

24 I. Settlement Payment Allocation. In distributing Settlement Payments, the
25 Settlement Administrator shall indicate the percentage of each payment attributable to wages
26 subject to employment taxation, and the percentage of each award attributable to penalties,
27 interest, or other category subject only to income taxation. To the extent any Class Member's or
28 PAGA Aggrieved Employee's payment must be wired or otherwise delivered in a manner other

1 than through issuance of a check via regular mail, any and all additional administrative fees and
2 required withholdings will be paid from that Class Member's or PAGA Aggrieved Employee's
3 Settlement Payment.

4 J. Withholdings And Taxes. For purposes of the allocation of Settlement Payments,
5 twenty percent (20%) shall constitute wages ("wage portion"), ten percent (10%) shall constitute
6 interest and seventy percent (70%) shall constitute penalties ("non-wage portion"), and each
7 individual's respective portion of the PAGA Payment shall be treated as 100% penalties.

8 The Settlement Administrator shall determine the amount of employee and
9 employer owed withholdings or taxes and this amount shall be withheld from each Class
10 Member Settlement Payment. All such withholdings or taxes shall be remitted by the Settlement
11 Administrator to the proper governmental taxing authorities. Each Class Member shall be
12 responsible for the payment of any and all taxes on any funds paid to such Class Member
13 pursuant to this Agreement.

14 The Settlement Administrator shall be responsible for ensuring that all taxes and
15 withholdings to be paid out of the Gross Settlement Sum are timely paid to the appropriate
16 authorities. The Settlement Administrator's responsibilities include the following: (i) the
17 determination and filing of all federal, state and local employment tax deductions and other
18 withholdings, (ii) the timely and proper filing of all required federal, state and local forms (*e.g.*,
19 1099s, W-2s, *etc.*) with the appropriate taxing authorities, and (iii) the completion of any other
20 steps necessary for compliance with any tax obligations of the Settlement under federal, state
21 and/or local law, as applicable. The Settlement Administrator shall furnish Defendant's Counsel
22 with copies of forms detailing the payment of taxes and withholdings (including all 1099 and W-
23 2 information returns) sufficient to prove that such payments were properly remitted. The
24 Settlement Administrator shall provide at Defendant Counsel's request a final accounting
25 adequate to demonstrate compliance with all withholding, payment, and reporting obligations.

26 Defendant, Defendant's Counsel, Representative Plaintiff, and Class Counsel make no
27 representation as to the tax treatment or legal effect of the payments called for hereunder, and
28 Representative Plaintiff and Class Members are not relying on any statement, representation, or

1 calculation by Defendant, Defendant's Counsel, Representative Plaintiff, Class Counsel, or the
2 Settlement Administrator in this regard. Representative Plaintiff and Class Members shall be
3 solely responsible for the payment of any taxes and penalties assessed on the payments described
4 herein.

5 K. Unused Settlement Funds. Any uncashed Settlement Payment check issued to a
6 Class Member or PAGA Aggrieved Employee that remains uncashed after one-hundred and
7 eighty (180) calendar days after being issued shall be deemed null and void, and such funds shall
8 escheat to the State of California's unclaimed property fund in the name of the Class Member or
9 PAGA Aggrieved Employee, and it shall be the Settlement Administrator's obligation and
10 responsibility to remit the escheated funds to the State of California in the name of the Class
11 Member or PAGA Aggrieved Employee in accordance with the state's procedures for the
12 escheatment of such funds.

13 L. Interest. The interest on funds deposited by Defendant in connection with the
14 Settlement shall inure pro rata to the party to whom the underlying funds are ultimately paid out
15 or distributed.

16 VI. MISCELLANEOUS

17 A. Material Increase in Defendant's Workweek Number. The terms of this Settlement
18 are based on an estimated Class Member workweek number of approximately 53,719 during the
19 time period from February 27, 2019 through October 9, 2024. In the event the number of
20 workweeks during such period is more than 59,091 (*i.e.*, more than 10% above 53,719), then the
21 Gross Settlement Sum shall be increased proportionally by the number of workweeks in excess of
22 59,091. The estimated number of Class Members is 459, and the estimated number of PAGA
23 Aggrieved Employees is 350, who worked approximately 14,230 pay periods.

24 B. Defendant Termination Option. If the number of Class Members who validly opt-
25 out exceeds five percent (5%) of the total Class Members, Defendant shall have the right and
26 option (but not the obligation) to terminate this Settlement by communicating such decision to
27 both the Settlement Administrator and Class Counsel in writing within fourteen (14) calendar
28 days after receiving written notice from the Settlement Administrator of the total number of Class

1 Members who have validly opted out of the Settlement. In the event Defendant exercises such
2 option to terminate the Settlement as provided in this paragraph, then the Parties will be restored
3 to their respective positions vis-a-vis one another in the litigation as of the Parties' mediation
4 date, October 9, 2024. The Parties and their counsel agree that they shall not seek, solicit, or
5 otherwise encourage Class Members to submit exclusion/opt-out requests or objections to the
6 settlement. Plaintiff agrees he will not opt-out of or object to the Settlement. Defendant's notice
7 of termination pursuant to this paragraph shall be sent to Plaintiff's counsel via email.

8 C. Stay of Litigation Activity. Besides the Parties' efforts to effectuate the Settlement
9 as provided herein, litigation activity shall otherwise cease during the period the Parties seek to
10 effectuate this Settlement.

11 D. Automatic Voiding of Agreement If Settlement Not Finalized. In the event the
12 Effective Date does not occur or the Settlement does not become final for any other reason, the
13 Settlement shall be null and void and any order entered by the Court in furtherance of this
14 Settlement shall be treated as void *ab initio*. In such case, the Parties shall return to the status quo
15 as if the Parties had not entered into this Settlement. In such event, this Agreement, all
16 negotiations, Court orders, and proceedings relating thereto shall be without prejudice to the
17 rights of the Parties hereto, and all evidence relating to the Settlement and all negotiations shall
18 not be admissible, discoverable, or otherwise used in the Action, in any other litigation, or
19 otherwise.

20 E. No Admission of Liability or Wrongdoing. Representative Plaintiff, both as the
21 Class and PAGA representative and in his individual capacity, and Defendant, have entered into
22 this Agreement to resolve the dispute or disputes that have arisen between them and to avoid the
23 burden, expense and risk of continued litigation. In entering into this Settlement, Defendant does
24 not admit, and specifically denies that: it has violated any federal, state, or local law; violated any
25 regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
26 regulations or legal requirements; breached any contract; violated or breached any duty; engaged
27 in any misrepresentation or deception; or engaged in any other unlawful or improper conduct
28 with respect to its employees or operations. Neither this Agreement, nor any of its terms or

1 provisions, nor any of the negotiations connected with it, shall be construed as an admission or
2 concession in any way, including for purposes of proving as to Defendant any violation(s) or
3 failure(s) to comply with any applicable law. Except as necessary in a proceeding to enforce the
4 terms of this Agreement, this Agreement and its terms and provisions shall not be offered or
5 received as evidence in any action or proceeding to establish any liability or admission on the
6 part of Defendant or to establish the existence of any condition constituting a violation of, or
7 noncompliance with, federal, state, local or other applicable law. In addition, as set forth herein,
8 the Parties intend this Settlement to be contingent upon preliminary and final Court approval of
9 this Agreement, and the Parties do not waive, and instead expressly reserve, their respective
10 rights to prosecute and defend this Action as if this Agreement never existed in the event that the
11 Settlement is not fully and finally approved as set forth herein

12 F. No Credit Toward Benefit Plans. The Settlement Payments made to Class
13 Members and PAGA Aggrieved Employees under this Agreement shall not be utilized to claim or
14 calculate any additional benefits or compensation under any Defendant benefit or compensation
15 plan to which any Class Member or PAGA Aggrieved Employee may otherwise be subject to or
16 eligible for, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock
17 purchase plans, vacation plans, sick leave plans, paid time off plans, and any other Defendant
18 benefit or compensation plan. Any payment or payments made under this Agreement shall be the
19 sole compensation and benefit to Class Members and PAGA Aggrieved Employees under this
20 Settlement, irrespective of whether a plan document or other agreement provides otherwise.

21 G. Binding Effect of Agreement On Settlement Class Members and PAGA
22 Aggrieved Employees. Upon the Effective Date, all Settlement Class Members and PAGA
23 Aggrieved Employees shall be bound by and subject to this Agreement. In addition, unless a
24 Class Member validly opts out of/excludes himself or herself from the Settlement as described in
25 this Agreement, he or she shall be deemed to be bound by and subject to this Agreement
26 regardless of whether such Class Member received a Settlement Payment.

27 H. Binding Upon Successors and Assigns. This Agreement shall be binding upon,
28 and inure to the benefit of the successors or assigns of the Parties hereto.

1 I. Amendment or Waiver Only In Writing. This Agreement and its terms may only
2 be amended, modified, or waived only by a written instrument signed by the Parties or their
3 successors-in-interest, and which is approved by the Court.

4 J. Entire Agreement. This Agreement and any attached exhibits constitute the entire
5 agreement between the Parties relating to the Settlement and the related transactions
6 contemplated herein. Excluding the Parties' written Memorandum of Understanding fully
7 executed on or about May 20, 2025 (which forms the basis of this Agreement and may be
8 considered in connection with this Agreement), all prior or contemporaneous agreements,
9 understandings and statements, whether oral or written, and whether by a Party or its counsel, are
10 merged herein. No oral or written representations, warranties or inducements have been made to
11 any Party concerning this Agreement or its exhibits other than the terms, representations,
12 warranties, and covenants contained and memorialized in such documents.

13 K. Authorization to Execute Agreement and Effectuate Settlement and Agreement to
14 Cooperate. The Parties hereto warrant and represent that they are authorized to negotiate and
15 agree to this Settlement as provided herein and to take all appropriate action required or permitted
16 to be taken by such parties pursuant to this Settlement and to otherwise effectuate its terms. The
17 Parties themselves and through their respective counsel will cooperate with each other to effect
18 the implementation of this Agreement. This Settlement shall be enforceable by motion under
19 California Code of Civil Procedure §664.6, notwithstanding the confidentiality provisions of
20 California Evidence Code §§1119, et seq. or otherwise.

21 L. Representative Plaintiff Representation and Warranty Re: No Other Action.
22 Representative Plaintiff hereby warrants and represents that he has not filed any complaint,
23 lawsuit, grievance, demand for arbitration, charge, and/or any other claim against Defendant or
24 any of the Released Parties with any court, governmental or administrative agency or any other
25 entity asserting any claim or claims released herein.

26 M. Non-Disparagement. To the fullest extent permitted by law, Representative
27 Plaintiff agrees not to disparage or publish or disseminate information (nor encourage or solicit
28 the disparagement or the dissemination of such information), whether oral or written, that is

derogatory in any manner or which may be harmful to Defendant's or its management personnel's business or personal reputation, whether such information was acquired before, during, or after Representative Plaintiff's employment with Defendant

N. No Prior Assignment. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

O. Governing Law. All terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California, except to the extent that federal law requires federal law to govern.

P. Counterparts. This Agreement may be executed in one or more counterparts and by facsimile or electronic transmittal. All executed copies of this Agreement, and photocopies thereof (including facsimile or electronic copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

Q. Exhibits. This Agreement includes the attached exhibits.

R. Construction. The Parties have reached this Agreement through arms-length negotiations. This Agreement has been drafted jointly by counsel for the Parties. Hence, for purposes of any construction or interpretation of this Agreement, the Agreement shall not be construed against either party as the principal drafter of the Agreement.

S. Retention of Jurisdiction. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

T. No Signature Required By Class Members On Settlement Agreement. Because the Class Members are so numerous, it is impossible or impractical to have each one execute this Agreement. The Notice Packet will advise Class Members of the binding nature of this Settlement, and this Agreement shall have the same force and effect as if this Agreement were

1 executed by each Class Member, subject to each Class Member's right to exclude himself or
2 herself from the Settlement as provided herein.

3 U. Titles and Captions of No Force. Paragraph titles or captions contained herein are
4 inserted for convenience and ease of reference, and do not define, limit, extend, or describe the
5 scope of the terms of the Agreement and its provisions.

6 V. No Tax Advice. Nothing contained herein constitutes legal advice regarding the
7 taxability or tax consequences of any amounts paid in connection with the Settlement, nor should
8 anything contained herein be relied upon as such, and Class Counsel and Defendant's Counsel are
9 not providing representation or advice regarding tax or withholding matters in connection with
10 this Settlement.

11 W. Confidentiality Preceding Preliminary Approval. The Parties and their counsel
12 agree that they will not issue any press releases, initiate any contact with the press, respond to any
13 press inquiry, or have any communication with the press about this case and/or the fact, amount,
14 or terms of the Settlement prior to the Court granting preliminary approval of the Settlement. This
15 paragraph shall not preclude Class Counsel from discussing the Settlement with Representative
16 Plaintiff. Either party may disclose this Settlement and its terms as necessary to comply with a
17 subpoena, law, or regulation.

18 **IT IS SO STIPULATED AND AGREED.**

19 Dated: 9/15/2025,

By:

Signed by:

AAE010C715FE4BF

Representative Plaintiff Louis Vargas, On Behalf Of
Himself, Class Members, and the PAGA Aggrieved
Employees

22
23 Dated: _____,

By:

Defendant Andy Gump, Inc.

Print Name / Title: _____

1 executed by each Class Member, subject to each Class Member's right to exclude himself or
2 herself from the Settlement as provided herein.

3 U. Titles and Captions of No Force. Paragraph titles or captions contained herein are
4 inserted for convenience and ease of reference, and do not define, limit, extend, or describe the
5 scope of the terms of the Agreement and its provisions.

6 V. No Tax Advice. Nothing contained herein constitutes legal advice regarding the
7 taxability or tax consequences of any amounts paid in connection with the Settlement, nor should
8 anything contained herein be relied upon as such, and Class Counsel and Defendant's Counsel are
9 not providing representation or advice regarding tax or withholding matters in connection with
10 this Settlement.

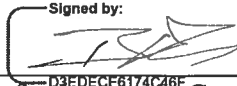
11 W. Confidentiality Preceding Preliminary Approval. The Parties and their counsel
12 agree that they will not issue any press releases, initiate any contact with the press, respond to any
13 press inquiry, or have any communication with the press about this case and/or the fact, amount,
14 or terms of the Settlement prior to the Court granting preliminary approval of the Settlement. This
15 paragraph shall not preclude Class Counsel from discussing the Settlement with Representative
16 Plaintiff. Either party may disclose this Settlement and its terms as necessary to comply with a
17 subpoena, law, or regulation.

18 **IT IS SO STIPULATED AND AGREED.**

19 Dated: _____,

20 By: _____
21 Representative Plaintiff Louis Vargas, On Behalf Of
22 Himself, Class Members, and the PAGA Aggrieved
23 Employees

24 Dated: 9/23/2025,

25 By: 
26 Signed by: _____
27 Defendant Andy Gump, Inc.
28 Print Name / Title: Thomas Field / Chief Operating Officer
Thomas Field

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APPROVED AS TO FORM:

E&L, LLP

9/15/2025

Dated: September __, 2025

Signed by:
By: David Lavi Esq.
David Lavi, Esq.
Arie Ebrahimian, Esq.
Attorneys for Plaintiff

LIGHTGABLER LLP

Dated: September 23, 2025

By: Brian R. Weilbacher, Esq.
Brian R. Weilbacher, Esq.
Benjamin F. Fraser, Esq.
Attorneys for Defendant

EXHIBIT A

NOTICE OF PROPOSED SETTLEMENT

If You Are or Were a Non-Exempt Employee of Andy Gump, Inc. (hereinafter “Defendant”), You May Be Entitled to Money from a Settlement.

This is a Court approved notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

WHAT IS IN THIS NOTICE

1. Why Should You Read This Notice? Page **X**
2. What Is the Case About? Page X
3. How Much Can I Expect to Receive? Page X
4. What Is Final Approval of the Settlement?..... Page X
5. Who Is The Plaintiff? Page X
6. Who Are the Attorneys Representing the Parties?..... Page X
7. What Are My Options and Rights? How Will My Rights Be Affected?.....Page X
8. How Will the Attorneys and Representative Plaintiff be Compensated
and How Will Other Settlement Costs Be Paid?.....Page **X**

1. Why Should You Read This Notice?

This Notice of Proposed Settlement (“Notice”) is to inform you that the parties have agreed to a proposed settlement in the class action and related PAGA representative action lawsuit entitled *Louis Vargas v. Andy Gump, Inc.*, Case Nos. 23STCV04284 (Class Action) and Case No. 23STCV11946 (PAGA Action) that are now pending in the Los Angeles County Superior Court (collectively referred to as the “Action”).

Defendant Andy Gump, Inc. is referred to herein as “Defendant” or “Andy Gump.”

The terms and conditions of the proposed settlement (the “Settlement”) are stated in full in a written settlement agreement (the “Settlement Agreement”). This Notice summarizes the terms and conditions of the Settlement, and has been sent to you to inform you of the Settlement and your rights as part of the Settlement.

There was a hearing on _____, 2025 at _____ a.m. (the “Preliminary Approval Date”) in the Los Angeles County Superior Court, State of California. At that hearing, the Honorable William F. Highberger, Judge, granted preliminary approval of the Settlement, and ruled on a preliminary basis that the Settlement appears to be fair and reasonable, and the Court directed that this Notice be sent to Class Members advising them of the proposed Settlement. You have received this Notice because Defendant’s employee records indicate you are a Class Member.

This Settlement only involves “Class Members” under the terms of the Settlement Agreement. If you are not a “Class Member,” then you cannot participate in the Settlement, you will not receive money, and you will not be subject to the release of claims provided under the Settlement.

A “Class Member” is: a current or former non-exempt, hourly paid employee of Defendant working in California at any time from February 27, 2019 through December 8, 2024. The referenced time period is the “Class Period.”

The Settlement will settle, resolve, and release Class Members’ claims on the terms and conditions set forth in the Settlement Agreement, and as summarized in this Notice.

The Court will hold a **Settlement Fairness Hearing** concerning the proposed settlement on [REDACTED] at **XXX a.m.**, in Department SS10 of the Los Angeles County Superior Court, Spring Street Courthouse, before the Honorable William F. Highberger, Judge, located at 312 N Spring St, Los Angeles, CA 90012. The Settlement Fairness Hearing may be continued to another date without further notice.

This Notice summarizes the Settlement, and explains your rights as part of the Settlement and the Settlement Fairness Hearing.

2. What Is the Case About?

Plaintiff Vargas (“Plaintiff” or “Representative Plaintiff”) first filed his class action complaint on February 27, 2023 in Los Angeles County Superior Court against Defendant. Plaintiff then filed a related Private Attorneys General Act (“PAGA”) complaint against Defendant on May 25, 2023, also in Los Angeles County Superior Court. The class action complaint alleges the following causes of action: 1) Labor Code sections 1194 and 1197 (unpaid minimum wages), (2) Labor Code sections 510 and 1198 (unpaid overtime); (3) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (4) Labor Code sections 226.7 (unpaid rest period premiums); (5) Labor Code section 227.3 (unpaid vacation and PTO wages); (6) Labor Code section 246 (unpaid sick pay); (7) Labor Code sections 2800 and 2802 (unreimbursed business expenses); (8) Labor Code section 204 (timely wages); (9) Labor Code sections 201 and 202 (final wages not timely paid); (10) Labor Code section 226(a) (noncompliant wage statements); and (11) Business & Professions Code section 17200, et seq. Plaintiff’s PAGA complaint alleges one cause of action under PAGA (LC §§2698, et seq.) and seeks civil penalties on behalf of the State of California and aggrieved employees for alleged violations of the Labor Code claims contained in the class action complaint.

The Defendant’s Position: Defendant has denied and continues to deny any liability or wrongdoing of any kind in connection with Plaintiff’s claims alleged in the Action and further denies that, for any purpose other than settling the Action, this Action is appropriate for class or representative treatment or certification. Defendant contends, among other things, that it has complied with the California Labor Code, the California Wage Orders, and all other applicable California state and federal laws and regulations.

Litigation and Settlement Negotiations: After various litigation activity and following the exchange

of extensive information regarding the claims asserted in the Action, the parties participated in a daylong mediation on October 9, 2024 with a well-recognized and highly-experienced class / PAGA action and employment law mediator. At the mediation, a settlement in principle was reached based on a mediator's proposal to the Parties. The terms of the parties' provisional settlement were memorialized in a written document and that forms the basis for the proposed settlement. Following this, the parties entered into a more extensive, long-form Settlement Agreement. Plaintiff's counsel then formally advised the Court of the terms and conditions of the Settlement, and based upon this, the Court granted preliminary approval of the Settlement and directed that this Notice be sent to Class Members.

3. *How Much Can I Expect to Receive?*

Under the Settlement, Defendant is paying Four Hundred Twenty-Five Thousand Dollars and No Cents (\$425,000.00) for settlement of the Class Members' claims and the PAGA claim as set forth in the Settlement Agreement. This amount is referred to as the "Gross Settlement Sum." The Gross Settlement Sum (*i.e.* the \$425,000.00) shall also include payment of attorneys' fees, litigation costs, costs of administering the settlement, representative plaintiff's service payment, and the portion of the PAGA claim settlement payable to the State of California. After deductions of the preceding amounts, the remaining amount of the settlement amount (referred to as the "Net Settlement Sum") is the fund of money that will be distributed to pay all Settlement Payments to participating Class Members, including the portion of the PAGA claims settlement payable to class members who worked during the period relevant to the PAGA claim, which is February 27, 2022 through December 8, 2024 (the "PAGA Period").

The method of distributing the Net Settlement Sum which has been preliminarily approved by the Court is called "the Distribution Formula." The following is a description of the Distribution Formula, its purpose, and how it works.

The Distribution Formula:

The purpose of the Distribution Formula is to determine a Settlement Class Member's relative, proportional share of the settlement funds, and then convert such person's proportional share into a monetary amount.

Each Settlement Class Member (which is a Class Member who does not opt out of the Settlement) shall be allocated an individual settlement payment amount based on the number of workweeks such Settlement Class Member worked for Defendant as a non-exempt employee during the Class Period. The individual settlement payment for each Settlement Class Member shall be calculated as follows: the Net Settlement Amount shall be first be allocated between two sub-groups as follows: 1) 58.5% of the Net Settlement Amount shall be allocated to Settlement Class Members who are subject to a Defendant arbitration agreement; and 2) the remaining 41.5% of the Net Settlement Amount shall be allocated to Settlement Class Members who are not subject to a Defendant arbitration agreement. Subject to this sub-group allocation, each Settlement Class Member's individual settlement payment will be calculated by: (a) dividing the Net Settlement Amount allocated to such Settlement Class Members' sub-group (*i.e.* arbitration agreement or non-arbitration agreement group) by the total number of workweeks worked by all Settlement Class Members within the sub-group during the Class Period, and (b) multiplying the result by each Settlement Class Member's workweeks during the Class Period.

Because Class Members who are represented by Representative Plaintiff for purposes of the PAGA claim cannot opt out of the PAGA claim settlement, each Class Member who worked during the PAGA Period (*i.e.* February 27, 2022 to December 8, 2024) shall also receive his or her individual share of the PAGA Payment. Thirty Thousand Dollars and No Cents (\$30,000) is the portion of the Gross Settlement Sum allocated to settling and resolving Plaintiff's PAGA claim, and 75% of such amount shall be paid to the State of California's Labor and Workforce Development Agency and the remaining 25% shall be paid to Class Members who worked during the PAGA Period. A Class Member's share of the PAGA Payment is calculated as follows: (a) the number pay periods each Class Member worked as an hourly non-exempt employee for Defendant during the PAGA Period; divided by (b) the aggregate number of pay periods worked by all Class Members working during the PAGA Period; and then multiplied by the employee portion of the PAGA Payment amount (*i.e.* 25% of \$15,000, or \$3,750).

BASED ON DEFENDANT'S RECORDS AND THE ABOVE DISTRIBUTION FORMULA:

- Your applicable workweek number for the gross settlement payment is: [REDACTED]
- Your applicable pay period number for the PAGA payment share is: [REDACTED]
- **YOUR ESTIMATED CLASS ACTION GROSS SETTLEMENT PAYMENT IS:**
\$ [REDACTED]
 - **NOTE: 20% of the above amount is designated as wages and is subject to payroll taxes and withholdings.**
- **YOUR ESTIMATED PAGA PAYMENT SHARE IS: \$** [REDACTED]

If you dispute the information set forth above, as explained below you must mail a completed Dispute Form to the Settlement Administrator explaining your disagreement and return it along with any supporting documentation relating to your disagreement and it must be postmarked no later than [REDACTED], **2025**. Late dispute forms will be invalid and will not be considered unless the Court approves late consideration of a late dispute form.

Note, the Settlement Payment amount above is an estimate only, which is provided prior to final approval. The estimated amount is subject to change based on various factors, including, for example, if the Court directs that the Distribution Formula should be modified, or the relevant underlying data with respect to Class Members changes.

If the Court grants final approval of the Settlement, settlement checks will be mailed to recipients thereafter. Any settlement checks uncashed after 180 days shall escheat to the State of California's unclaimed property fund in the name of the employee.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Settlement Payment.

4. What is Final Approval of the Settlement?

For the Settlement to become effective and you and other participating class members to receive any money as part of the Settlement, the Court must grant final approval at the Settlement Fairness Hearing concerning the terms and conditions of the Settlement. The Settlement, if approved, will affect all participating members of the class as explained in this Notice, and settle the PAGA claim. You may get money from the Settlement if you qualify for a payment under the Court-approved Settlement.

5. *Who is the Plaintiff?*

Louis Vargas is the Plaintiff and Representative Plaintiff in the Action, including the class action and PAGA action. He is a former employee of Defendant.

6. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiff & the Class (“Class Counsel”):

E&L, LLP
David Lavi, Esq.
Arie Ebrahimian, Esq.
8889 W. Olympic Blvd., 2nd Floor
Beverly Hills, California 90211
dlavi@ebralavi.com
arie@ebralavi.com
Telephone: (213) 213-0000
Facsimile: (213) 213-0025

Attorneys for Defendant Andy Gump, Inc.

LightGabler LLP
Brian R. Weilbacher
Benjamin F. Fraser
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
bweilbacher@lightgablerlaw.com;
bfraser@lightgablerlaw.com
Telephone: (805) 248-7208
Facsimile: (805) 248-7209

7. *What Are My Options And Rights? How Will My Rights Be Affected?*

YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE PROPOSED SETTLEMENT:

DO NOTHING	You will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of claims).
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OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will receive a payment from Settlement and will be bound by the terms of the Settlement Agreement.
EXCLUDE YOURSELF	This is the only option that allows you to exclude yourself from the class action portion the Settlement, including its release of claims. If you exclude yourself, you will receive no class action settlement payment as part of the Settlement and you will not be bound by the terms of the class action settlement as a result. You will, however, be bound by the terms of any Court-approved PAGA claim settlement.
SUBMIT A WORKWEEK OR PAY PERIOD DISPUTE	Your dispute and related documentation will be reviewed and a decision will be made regarding your applicable workweeks or pay periods based on the information available. You will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement.

Doing Nothing / Participating in the Settlement

Under the Settlement, if you do nothing you will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of your claims). You will **automatically** receive a Settlement Payment unless you affirmatively exclude yourself from the settlement by following the exclusion procedure set forth below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Defendant and the Defendant will not retaliate against you or take any other negative action against you based on your participation in the Settlement. For purposes of this Settlement, Defendant is obligated to pay the same amount of money whether you participate in the Settlement or not, so your participation in the Settlement does not increase or decrease Defendant's payment obligation.

Objecting to the Settlement

If you wish to Object to the Settlement, you must complete and return the Objection Form included with this Notice to the Settlement Administrator, at the address below, stating why you object to the Settlement. To be considered valid, your Objection must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. All objections must be postmarked no later than [REDACTED], 2025. Late objections will be invalid and will not be considered unless the Court approves late consideration of a late objection.

You may also, if you wish, appear at the Settlement Fairness Hearing concerning the proposed settlement, either personally or through an attorney you hire. It is currently scheduled for [REDACTED] at XXX a.m., in Department SS10 of the Los Angeles County Superior Court, Spring Street Courthouse, before the Honorable William F. Highberger, Judge, located at 312 N Spring St, Los Angeles, CA 90012. The Settlement Fairness Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT AMOUNT IF THE COURT APPROVES THE SETTLEMENT DESPITE ANY OBJECTIONS AND THE SETTLEMENT AND RELEASE OF CLAIMS WILL REMAIN BINDING ON YOU.

Excluding Yourself from the Settlement

If you wish to be excluded from participating in the Settlement, you must complete and return the Exclusion Form included with this Notice to the Settlement Administrator, at the address below, requesting to be excluded from the Settlement. To be considered valid, your request for exclusion must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your request for exclusion also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your request for exclusion must be postmarked no later than [REDACTED], 2025. Late exclusion requests will be invalid and will not be considered unless the Court approves late consideration of a late exclusion request.

If you file a timely and valid written request for exclusion, you will no longer be a member of the Class, and you will not be eligible to receive any money in connection with the class action portion of the Settlement or object to the terms of the Settlement. However, you will not be bound by the terms of the class action portion of the Settlement, or the release of claims provided as part of the class action Settlement.

Whether you submit an exclusion request or not, you will, however, be bound by any Court-approved PAGA settlement in the case, and you will receive, if eligible, a share of the Court-approved PAGA payment amount.

Submitting a Workweek or Pay Period Dispute

If you dispute the workweek or pay period information set forth above, you must return a completed Dispute Form included with this Notice to the Settlement Administrator, at the address below, explaining your dispute and return it along with any supporting documentation relating to your disagreement and it must be postmarked no later than [REDACTED], 2025. Late or incomplete dispute forms will be invalid and will not be considered unless the Court approves late consideration of a late dispute form.

It is your responsibility to ensure the Settlement Administrator has timely received any form or document submitted in response to this Notice, including, for example, any dispute form, exclusion request, or objection. You may and should contact the Settlement Administrator at the toll-free number listed below to ensure any submitted document has been received.

If you submit a dispute, the Settlement Administrator will review your dispute and Defendant's records, and resolve the dispute based on such materials.

Effect of the Settlement on Your Rights – Release of Claims

If the Court grants final approval to the Settlement at the Settlement Fairness Hearing, the Final Judgment will be entered by the Court, and all Settlement Class Members (*i.e.* "Class Members" who do not validly exclude themselves) shall be bound by the Final Judgment, whether considered favorable or not, and shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Settled Claims against the Released Parties.

Under the terms of the Settlement, and as provided in the Settlement Agreement, the release of claim terms as used above have the following meanings:

“Released Parties” means Defendant Andy Gump, Inc. and its affiliates, subsidiaries, parents, predecessors, successors, assigns, owners, shareholders, managing agents, officers, directors, employees, attorneys, insurers, administrators, agents, representatives, heirs, estates, and powers-of-attorney.

“Settled Claims” means any and all wage and hour claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for relief arising out of or related to work performed by Participating Class Members during the Class Period that: 1) are alleged, were alleged, could have been alleged in the Action ; or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions or occurrences alleged in the Action, whether under Federal, State, or Common Law, including, violations of the California Labor Code, the California Business and Professions Code sections 17200 et seq., and the Fair Labor Standards Act. By way of illustration only and not as a limitation, “Settled Claims” includes all types of recovery and relief available for the above-referenced claims and theories of relief, including, without limitation, any claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, provisions regulating hours and days of work in any IWC order, failure to pay vacation wages, failure to provide sick pay, failure to provide notice of paid sick time accrual, unreimbursed expenses, failure to timely pay wages during employment or upon separation and for waiting-time penalties, failure to maintain accurate records or provide requested records, failure to provide accurate, itemized wage statements or other wage statement violations, unfair business practices, and including claims arising therefrom for damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief. “Settled Claims” does not include claims for vested retirement benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers’ compensation.

“Settlement Class Member” means each Class Member who has not validly excluded himself or herself from this Settlement (*i.e.* opted out) pursuant to the terms herein.

8. *How Will the Attorneys and Representative Plaintiff Be Compensated and How Will Other Settlement Costs Be Paid?*

The attorneys for the Representative Plaintiff and the Class and the Representative Plaintiff will be paid from the \$425,000.00 Gross Settlement Sum. Other settlement costs will also be paid out of the Gross Settlement Sum amount. The attorneys are seeking attorneys’ fees in the amount of 33.3333% of the Gross Settlement Sum (*i.e.* \$141,666.67) and reimbursement for incurred, documented third-party case litigation costs not to exceed \$25,000. Representative Plaintiff is seeking a service award for the time devoted and benefits provided to the Class, and the risks assumed for serving as the representative plaintiff, and for entering into a broader release of all claims. The service award that is being requested is \$10,000, and this in addition to whatever settlement payment amount the Representative Plaintiff is otherwise entitled to under the Settlement. Other settlement costs include approximately \$XXX for payment to the third-party settlement administrator, XXX, to administer the Settlement, and approximately \$22,500 that is payable to the State of California for settlement of the Private Attorneys General Act claim asserted in connection with the case. The amounts above are amounts that will be requested, but the actual amounts awarded (whether the same or less) will be determined by the Court.

QUESTIONS? You may contact the Settlement Administrator or Class Counsel. Please refer to the Andy Gump, Inc. Class Action Settlement.

This Notice provides a summary of the Settlement and its terms and conditions. For a complete statement of the Settlement, refer to the Settlement Agreement entered into by the parties. Copies of the Settlement Agreement and Court preliminary approval documents are available for review from Class Counsel or at the Los Angeles County Superior Court, located at 312 N Spring St, Los Angeles, CA 90012., and online at <https://www.lacourt.ca.gov/home>

Settlement Administrator Name and Contact Information:

[ADDRESS and TELEPHONE NUMBER]

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS NOTICE OR THE SETTLEMENT PROCESS.

EXHIBIT B

OBJECTION FORM

LOUIS VARGAS V. ANDY GUMP, INC.

Superior Court of California, County of Los Angeles
Case No. 23STCV04284

AS EXPLAINED IN MORE DETAIL IN THE “NOTICE OF PROPOSED SETTLEMENT” (“NOTICE”) THAT CAME WITH THIS FORM, YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE SETTLEMENT:

YOUR OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of claims).
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will receive a payment from Settlement and will be bound by the terms of the Settlement Agreement.
EXCLUDE YOURSELF	This is the only option that allows you to exclude yourself from the class action portion the Settlement, including its release of claims. If you exclude yourself, you will receive no class action settlement payment as part of the Settlement and you will not be bound by the terms of the class action settlement as a result. You will, however, be bound by the terms of any Court-approved PAGA claim settlement.
SUBMIT A WORKWEEK OR PAY PERIOD DISPUTE	Your dispute and related documentation will be reviewed and a decision will be made regarding your applicable workweeks or pay periods based on the information available. You will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement.

If you wish to object to the Settlement, you must complete the Objection Form on the following page, state the basis for your objection, along with any documents that support your objection, and mail it to Andy Gump, Inc. Settlement Claims Administrator, [ADDRESS] on or before [DATE], 2025.

I object to the proposed Settlement for the following reasons:

(If you need more space, please attach additional pages to this form.)

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

XXX – XX – ____ ____ ____ ____
(Social Security Number – last 4 digits only)

EXHIBIT C

EXCLUSION FORM

LOUIS VARGAS V. ANDY GUMP, INC.

Superior Court of California, County of Los Angeles
Case No. 23STCV04284

AS EXPLAINED IN MORE DETAIL IN THE “NOTICE OF PROPOSED SETTLEMENT” (“NOTICE”) THAT CAME WITH THIS FORM, YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE SETTLEMENT:

YOUR OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of claims).
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will receive a payment from Settlement and will be bound by the terms of the Settlement Agreement.
EXCLUDE YOURSELF	This is the only option that allows you to exclude yourself from the class action portion the Settlement, including its release of claims. If you exclude yourself, you will receive no class action settlement payment as part of the Settlement and you will not be bound by the terms of the class action settlement as a result. You will, however, be bound by the terms of any Court-approved PAGA claim settlement.
SUBMIT A WORKWEEK OR PAY PERIOD DISPUTE	Your dispute and related documentation will be reviewed and a decision will be made regarding your applicable workweeks or pay periods based on the information available. You will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement.

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT AND RECEIVE NO PAYMENT IN CONNECTION WITH THE CLASS ACTION SETTLEMENT:

If you wish to exclude yourself from the class action Settlement, you must complete and mail the Exclusion Form on the following page to the Andy Gump, Inc. Settlement Claims Administrator, [ADDRESS] on or before [DATE], 2025.

I declare as follows:

I was or have been employed as a non-exempt employee of defendant Andy Gump, Inc. in the State of California at some time from February 27, 2019 through December 8, 2024. I have received and reviewed the Notice of Proposed Settlement, and I wish to be **EXCLUDED** from the Class and to **NOT** participate in the proposed class action settlement. I understand that by submitting this form I will **NOT** receive any settlement payment in connection with the class action settlement. I understand I will be bound by any Court-approved PAGA settlement in the case and may receive a share of the Court-approved PAGA payment if eligible.

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

XXX – XX – ____ ____ ____ ____
(Social Security Number – last 4 digits only)

EXHIBIT D

DISPUTE FORM

LOUIS VARGAS V. ANDY GUMP, INC.

Superior Court of California, County of Los Angeles
Case No. 23STCV04284

AS EXPLAINED IN MORE DETAIL IN THE “NOTICE OF PROPOSED SETTLEMENT” (“NOTICE”) THAT CAME WITH THIS FORM, YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE SETTLEMENT:

YOUR OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of claims).
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will receive a payment from Settlement and will be bound by the terms of the Settlement Agreement.
EXCLUDE YOURSELF	This is the only option that allows you to exclude yourself from the class action portion the Settlement, including its release of claims. If you exclude yourself, you will receive no class action settlement payment as part of the Settlement and you will not be bound by the terms of the class action settlement as a result. You will, however, be bound by the terms of any Court-approved PAGA claim settlement.
SUBMIT A WORKWEEK OR PAY PERIOD DISPUTE	Your dispute and related documentation will be reviewed and a decision will be made regarding your applicable workweeks or pay periods based on the information available. You will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement.

SUBMIT THIS FORM ONLY IF YOU WANT TO DISPUTE THE NUMBER OF APPLICABLE WORKWEEKS OR PAY PERIODS CREDITED TO YOU IN YOUR NOTICE:

If you wish to submit a dispute, you must complete and mail this Dispute Form to the Andy Gump, Inc. Settlement Claims Administrator, [ADDRESS] on or before [REDACTED]. You should provide any available documents or information supporting or substantiating your dispute.

If a dispute is submitted, Defendant will review its relevant records to verify the workweek and/or pay period information contained in your employee file. Defendant’s records shall have a rebuttable presumption of correctness. After review of your dispute and consultation with the relevant parties if necessary, the Settlement Administrator will make a final and binding determination without hearing or right to appeal (unless the Court rules otherwise) and communicate the Settlement Administrator’s determination to you, Class Counsel, and Defendant’s Counsel. Late or incomplete dispute forms will be

invalid and will not be considered unless the Court approves consideration of such a late or incomplete dispute form.

Check the applicable boxes and complete the dispute form information below:

- ☐ **Workweek Dispute:** I want to dispute the number of applicable Workweeks credited to me in my Notice of Proposed Settlement. I worked the following number of Workweeks between February 27, 2019 through December 8, 2024 (*i.e.*, the Class Period): _____. (*Be sure to include any supporting documentation/information*).
- ☐ **Pay Period Dispute:** I want to dispute the number of applicable Pay Periods credited to me in my Notice of Proposed Settlement. I worked the following number of Pay Periods between February 27, 2022 through December 8, 2024 (*i.e.*, the PAGA Period): _____. (*Be sure to include any supporting documentation/information*).

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

XXX – XX – ____ – ____
(Social Security Number – last 4 digits only)