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14 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
15 **COUNTY OF LOS ANGELES**

16 ALEXANDER FLAMER IV, an  
17 individual,

18 Plaintiff,  
19 vs.

20 ADVERTISE PURPLE, a California  
corporation; and DOES 1 through 10,  
21 inclusive,

22 Defendants.  
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Case No. 23STCV14693

**AMENDMENT TO PAGA ACTION  
SETTLEMENT**

Date: March 14, 2024  
Time: 9:00 a.m.  
Dept. 54  
Judge: Hon. Maurice A. Leiter  
[Assigned for all purposes]

Complaint Filed: June 23, 2023  
Trial Date: T.B.D

Pursuant to the PAGA Action Settlement (“Settlement”) entered into on or about November , 2022, Plaintiffs Alexander Flamer IV (“Plaintiff”) and Defendants Advertise Purple and Jonathan Moisan (collectively, Defendants”), through their respective counsel of record, hereby enter into this Amendment to the Settlement (“Amendment”).

1. Paragraph 1.23 is amended as follows:

1.23 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$10,530.22) and the 75% to LWDA (\$31,590.65) in settlement of PAGA claims, which amounts may be amended by the Court’s Order Approving the PAGA Action Settlement.

2. Paragraph 3.2.4 is amended as follows:

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$42,120.87 to be paid from the Gross Settlement Amount, with 75% (\$31,590.65) allocated to the LWDA PAGA Payment and 25% (\$10,530.22) allocated to the Individual PAGA Payments, which amounts may be amended by the Court’s Order Approving the PAGA Action Settlement.

3. Paragraph 3.2.4.1 is amended as follows:

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$10,530.22) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The amount of the 25% share of PAGA Penalties set forth in his Paragraph may be amended by the Court’s Order Approving the PAGA Action Settlement.

4. New Paragraph 5.5 is added to the Settlement as follows:

The Administrator shall send a “PAGA Payment Letter” to each Aggrieved Employee with that Aggrieved Employee’s Individual PAGA Payment substantially in the form attached hereto as Exhibit 2, including any revisions required by the Court.

5. Any ambiguities, inconsistencies, or differences between this Amendment and the Stipulation and exhibits thereto shall be interpreted in favor of this Amendment.

6. Except as otherwise expressly set forth herein, all of the terms of the Settlement are hereby incorporated into this Amendment by reference. This Amendment is not intended and shall not be construed to alter any other provision of the Settlement in any way, shape, or form.

7. This Amendment may be signed in one or more counterparts and electronic signatures are acceptable. All executed copies of this Settlement Agreement, and photocopies thereof (including facsimile copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

**CUSTIS LAW, P.C.**

Dated: February 15, 2024

By:

Keith Custer

Keith Custis

Attorneys for Plaintiff  
ALEXANDER FLAMER IV

**GORDON REES SCULLY MANSUKHANI, LLP**

Dated: February 15, 2024

By:



Peter Choi

Attorneys for Defendants  
ADVERTISE PURPLE and JONATHAN MOISAN

# Exhibit 2

## ***NOTICE OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION***

***Flamer v. Advertise Purple, et al.***

**Superior Court for the State of California, County of Los Angeles, Case No. 23STCV14693**

You are receiving this notice in connection with a Court-approved settlement in a lawsuit (“the Action”) brought on a representative basis under the Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”). The plaintiff in the lawsuit is Alexander Flamer IV (“Plaintiff”) and the defendants are Advertise Purple and Jonathan Moisan (“Defendants”). The Action seeks civil penalties for purported violations of the California Labor Code on behalf of all persons who worked in California for Advertise Purple as business development representatives or account executives during the PAGA Period (April 3, 2022 to February 15, 2024) (“Aggrieved Employees”). The PAGA statute provides that 75% of any recovery be paid to the State of California and 25% of any recovery be paid to the “aggrieved employee” group, which in this case is the group of Aggrieved Employees of Advertise Purple.

Advertise Purple denies all claims and allegations in the Action, denies that it owes any penalties, and asserts that it has fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendants have settled the Action. By settling the Action, Defendants are not admitting that they have done anything wrong.

The Settlement resolves all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including alleged violations of Labor Code §§ 201, 202, 203, 204, 221, 223, 226, 226.7, 510, 512, 558, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2751, and 2802, as set forth in the PAGA Notice (the “Released PAGA Claims”). This Settlement excludes all other legal claims.

By Order dated [Approval Date], the Superior Court approved the Settlement of the PAGA claims. By approving the Settlement, the Court did not decide in favor of either Plaintiff or Defendants.

According to Advertise Purple’s records, you are an Aggrieved Employee and therefore entitled to a share of the settlement based upon the Court approved allocation. Enclosed with this Notice is your check for your share. The settlement check shall remain valid for 180 days. Thereafter, all uncashed checks shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law in the name of, and for the benefit of, the Eligible Employee that did not cash his or her settlement check.

Please Note: One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither Plaintiff nor Advertise Purple has made any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing in this notice or any other communication shall constitute or be construed or relied upon as tax advice.

**PLEASE DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK QUESTIONS ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR AT:**

**ILYM GROUP, INC.**

**[TELEPHONE NUMBER]**

**[ADDRESS]**

**[ADDRESS]**