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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

MARIO RODRIGUEZ, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

V&H PERFORMANCE, LLC, an unknown
business entity; VANCE & HINES, an
unknown business entity; MOTORSPORT
AFTERMARKET GROUP, INC., a
Delaware corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 23STCV21131

Honorable Samantha P. Jessner
Department 7

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Date: October 26, 2026
Hearing Time: 10:00 a.m.
Department: 7

Complaint Filed: August 31, 2023
FAC Filed: April 10, 2024
Trial Date: None Set

1 This matter has come before the Honorable Samantha Jessner in Department 7 of the
2 Superior Court of the State of California, for the County of Los Angeles, on October 26, 2026 at
3 10:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers for Justice, PC appears as counsel for Plaintiff Mario Rodriguez ("Plaintiff"), individually
5 and on behalf of all others similarly situated and aggrieved employees and Frost Brown Todd LLP
6 appears as counsel for Defendants V&H Performance, LLC, Vance & Hines, and Motorsport
7 Aftermarket Group, Inc. (collectively, "Defendants").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 Agreement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 2**"
14 to the Declaration of Ryan Slinger in Support of Plaintiff's Motion for Preliminary Approval of
15 Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement
16 falls within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
19 the Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
23 each other's respective positions. It further appears to the Court that the Settlement, at this time,
24 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
25 be presented by the further prosecution of the case. It further appears that the Settlement has been
26 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
27 entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
3 Service Payment, Administration Expenses Payment, PAGA Penalties, and payments to the
4 Participating Class Members provided thereby, appear to be within the range of reasonableness of
5 a settlement that could ultimately be given final approval by this Court. Indeed, the Court has
6 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
7 finds that the monetary settlement awards made available to the Class Members and Aggrieved
8 Employees are fair, adequate, and reasonable when balanced against the probable outcome of
9 further litigation relating to certification, liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel is qualified to act as counsel for Plaintiff individually and as the Class Representative.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
20 as follows:

21 All current and former hourly-paid or non-exempt employees of Defendant V&H
22 Performance, LLC, and Defendants Vance & Hines, and Motorsport Aftermarket
23 Group, Inc., to the extent they jointly employed employees of V&H Performance,
24 LLC, in California employed during the Class Period.

25 7. The Court provisionally appoints Arby Aiwarzian, Yasmin Hosseini, Ryan Slinger,
26 and Harris Koepenick of Lawyers *for* Justice, PC as Class Counsel.

27 8. The Court provisionally appoints Plaintiff Mario Rodriguez as the Class
28 Representative.

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1 9. The Court provisionally appoints Phoenix Settlement Administrators (“Phoenix”)
2 to handle the administration of the Settlement (“Administrator”).

3 10. Within 15 calendar days after entry of this Preliminary Approval Order,
4 Defendants shall provide the Administrator with the following information about each Class
5 Member: full name, last-known mailing address, Social Security Number, number of Workweeks
6 during the Class Period, number of Pay Periods during the PAGA Period, start and end dates of
7 work as a Class Member during the Class Period, and start and end dates of work as an Aggrieved
8 Employee during the PAGA Period (collectively referred to as the “Class Data”) in conformity
9 with the Settlement Agreement.

10 11. The Court approves, both as to form and content, the Court Approved Notice of
11 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached
12 hereto as “**EXHIBIT A.**” The Class Notice shall be provided to Class Members in the manner set
13 forth in the Settlement. The Court finds that the Class Notice appears to fully and accurately
14 inform the Class Members of all material elements of the Settlement, of Class Members’ right to
15 be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members’
16 and Aggrieved Employees’ right to challenge the Workweeks and/or the Pay Periods credited to
17 each of them, and of each Participating Class Member’s right and opportunity to object to Class
18 Settlement. The Court further finds that distribution of the Class Notice substantially in the
19 manner and form set forth in the Settlement Agreement and this Order, and that all other dates set
20 forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
21 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
22 Administrator to mail the Class Notice to all Class Members within 14 calendar days of receiving
23 the Class Data from Defendants, pursuant to the terms set forth in the Settlement Agreement.

24 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
25 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
26 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
27 for Exclusion by mail or email no later than 60 calendar days from the initial mailing of the Class
28 Notice (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline

1 shall be extended by 14 calendar days from the date of the Response Deadline. Any Class
2 Member who submits a Request for Exclusion from the Class Settlement will not be a
3 Participating Class Member and will not have any right to object, appeal, or comment on the Class
4 Settlement. Class Members who submit a timely and valid Request for Exclusion by the Response
5 Deadline will not be bound by the terms of this Agreement, any Court order approving the terms of
6 the Class Settlement, and the Final Approval Order and Judgment entered thereon. Aggrieved
7 Employees will be bound by the PAGA Settlement, irrespective of whether they exercise their
8 option to opt out of the Class Settlement.

9 13. A Final Approval Hearing shall be held before this Court on
10 _____ at _____ a.m./p.m. in
11 Department 7 of the Superior Court of California for the County of Los Angeles, located at 312 N.
12 Spring St, Los Angeles, CA 90012, to determine all necessary matters concerning the Settlement,
13 including: whether the proposed settlement of the action on the terms and conditions provided for
14 in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court;
15 whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of
16 allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the
17 Class Members and Aggrieved Employees; and determine whether to finally approve the requests
18 for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
19 Representative Service Payment, and Administration Expenses Payment.

20 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
21 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
22 Service Payment, and Administration Expenses Payment, along with the appropriate declarations
23 and supporting evidence, including the Administrator's declaration, by
24 _____, to be heard at the Final
25 Approval Hearing.

26 15. Only Class Members who do not request exclusion from the Settlement may object
27 to the Class Settlement by submitting a written Objection by mail or email to the Administrator
28 prior to the Response Deadline or by presenting their objection orally at the Final Approval

Hearing, regardless of whether they submitted a written Objection. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement. A Participating Class Member who does not object prior to or at the Final Approval Hearing will be deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

16. The Settlement is not a concession or admission and shall not be used against Defendants as an admission or indication with respect to any claim of any fault or omission by Defendants. Nor shall it or this Order constitute any finding, decision, or determination of fault, wrongdoing, or misconduct by Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage, or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

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IT IS SO ORDERED.

Dated: _____

By: _____
The Honorable Samantha P. Jessner
Judge of the Superior Court

EXHIBIT A

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

*Mario Rodriguez v. V&H Performance, LLC, et al., Los Angeles County Superior Court,
Case No. 23STCV21131*

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

You may be eligible to receive money from an employee class action lawsuit (the “Action”) against Defendants V&H Performance, LLC, Vance & Hines, and Motorsport Aftermarket Group, Inc. (collectively, “Defendants”) for alleged wage and hour violations. The Action was filed by a former employee of Defendants, Mario Rodriguez (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of all current and former hourly-paid or non-exempt employees of Defendant V&H Performance, LLC, and Defendants Vance & Hines, and Motorsport Aftermarket Group, Inc., to the extent they jointly employed employees of V&H Performance, LLC, in California employed during the Class Period (“Class” or “Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly-paid or non-exempt employees of Defendant V&H Performance, LLC, and Defendants Vance & Hines, and Motorsport Aftermarket Group, Inc., to the extent they jointly employed employees of V&H Performance, LLC, in California employed during the PAGA Period (“Aggrieved Employees”). The time period from (a) August 31, 2019 through [February 17, 2026, or if applicable, the Alternate End Date pursuant to Paragraph 8 of the Settlement Agreement] is referred to as the “Class Period” and the time period from (a) June 27, 2022 through [February 17, 2026, or if applicable, the Alternate End Date pursuant to Paragraph 8 of the Settlement Agreement] is referred to as the “PAGA Period.”

The Settlement has two main parts: (1) the settlement and resolution of the Released Class Claims (“Class Settlement”) requiring Defendants to fund Individual Class Shares, and (2) the settlement and resolution of the Released PAGA Claims (“PAGA Settlement”) requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

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

The above estimates are based on Defendants’ records showing that **you were employed for [REDACTED] Workweeks** during the Class Period and **you were employed for [REDACTED] Pay Periods** during the PAGA Period. If you believe that you were employed for more Workweeks or Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the Settlement and approved this Notice. The

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

If you were employed by Defendants during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the Settlement and be eligible for an Individual Class Share and/or an Individual PAGA Payment. As a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement ("Participating Class Member"), though, you will give up your right to assert the Released Class Claims. If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Released Class Claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA Settlement.
- (3) **Object to the Class Settlement.** If you do not opt-out of the Class Settlement, you may object to any aspect of the Class Settlement by submitting a written Objection or otherwise appearing at the Final Approval Hearing.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims and Released PAGA Claims against Defendants that are covered by this Settlement (as defined below in Section 3).
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you do not want to fully participate in the Class Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Class Share. See Section 6 of this Notice. You cannot opt-out of the PAGA Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below in Section 3).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Participating Class Members can object to any aspect of the Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Class Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Share depends on how many Workweeks you are credited with during the Class Period and your Individual PAGA Payment (if any) depends on how many Pay Periods you are credited with during the PAGA Period. The number of Workweeks and Pay Periods you are credited with according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. On August 31, 2023, Plaintiff filed a Class Action Complaint for Damages ("Complaint"), thereby commencing the action entitled *Mario Rodriguez v. V&H Performance, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV21131 (the "Action"). On April 10, 2024, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Action, thereby adding a cause of action under the Private Attorneys General Act, California

Labor Code §2698, *et seq.* (“Operative Complaint”). The First Amended Complaint is the operative pleading in this matter. The Operative Complaint alleges that Defendants failed to properly pay minimum and overtime wages, failed to provide compliant meal and rest breaks and associated premiums, failed to timely pay wages during employment and upon termination of employment and associated waiting-time penalties, failed to provide compliant wage statements, failed to keep requisite payroll records, and failed to reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiff is represented by attorneys in the Action: Lawyers for Justice, PC (“Class Counsel”).

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement to settle the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing the Class Action and PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated the Settlement that is subject to the Court’s Final Approval. Both sides agree the Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

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

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

1. Defendants will Pay \$450,000.00 as the Total Settlement Amount. Defendants have agreed to deposit the Total Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Total Settlement Amount to pay the Individual Class Shares, Individual PAGA Payments, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendants will fund the Total Settlement Amount and Defendants’ share of payroll taxes not more than thirty (30) calendar days after entry of the Court’s Final Approval Order.
2. Court-Approved Deductions from Total Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following

deductions from the Total Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to 1/3 of the Total Settlement Amount (i.e., \$150,000.00, if the Total Settlement Amount remains \$450,000.00) to Class Counsel for attorneys' fees ("Class Counsel Fees Payment") and up to \$25,000.00 for their litigation costs and expenses ("Class Counsel Litigation Expenses Payment"). To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000.00 to the named Plaintiff for prosecuting the Action, working with Class Counsel, and representing the Class ("Class Representatives Service Payment"). The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and Individual PAGA Payment (if applicable).
- C. Up to \$9,000.00 to the Administrator for services administering the Settlement ("Administration Expenses Payment").
- D. Up to \$50,000.00 allocated for civil penalties under PAGA ("PAGA Penalties"), of which 75% (\$37,500.00) will be paid to the LWDA ("LWDA PAGA Payment") and 25% (\$12,500.00) will be paid to the Aggrieved Employees based on their Pay Periods ("Individual PAGA Payment").

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

- 3. Net Settlement Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Total Settlement Amount ("Net Settlement Amount") by issuing Individual Class Payments to Participating Class Members based on their Workweeks during the Class Period.
- 4. Taxes Owed on Payments to Participating Class Members and Aggrieved Employees. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Share to taxable wages ("Wage Portion") and 80% to interest, penalties, and non-wage damages ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The net payment of each Individual Class Share, after reduction of the Wage Portion is referred to an "Individual Class Payment." The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Shares on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payment(s) are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back

taxes) on any payment(s) received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.

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

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

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Final Approval Order and Judgment. It is also possible the Court will enter a Final Approval Order and Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money, and Participating Class Members and Aggrieved Employees will not release any claims against Defendants.
7. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Requests for Exclusion, Objections, and challenges to Workweeks and/or Pay Periods. The Administrator will also mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
8. Participating Class Members' Release of Released Class Claims. Upon the Effective Date and full funding of the entire Total Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims under state, federal, or local law, pled in the Operative Complaint in the Action or that could have been pled based on the factual allegations alleged in the Operative Complaint in the Action and that arose during the Class Period, such as those under the California Labor Code, Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, including and not limited to, for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business

expenses under Labor Code Sec. 2800, 2802; (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200 (collectively, "Released Class Claims"). As part of the release of the Released Class Claims, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

9. Aggrieved Employees' Release of Released PAGA Claims. Upon the Effective Date and full funding of the entire Total Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the State of California with respect to the Aggrieved Employees and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims for civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice and that arose during the PAGA Period, including but not limited to, for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, *et seq.*; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); and (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802 (collectively, "Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Shares. The Administrator will calculate Individual Class Shares by (a) dividing the Net Settlement Amount by the total number of Workweeks all Participating Class Members were employed during the Class Period, and (b) multiplying the result by each Participating Class Member's individual number of Workweeks they were employed during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500.00) by the total number of Pay Periods all Aggrieved Employees were employed during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's individual number of Pay Periods they were employed during the PAGA Period.
3. Workweek/Pay Period Challenges. The number of Workweeks you were employed during the Class Period and the number of Pay Periods you were employed during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. If

you wish to challenge the number of Workweeks and/or Pay Periods credited to you, you must submit a written challenge that must: (a) contain the case name and number of the Action (*Mario Rodriguez v. V&H Performance, LLC, et al.*, Case No. 23STCV21131); (b) contain your full name, mailing address, signature, and last four digits of your Social Security number; (c) clearly state that you challenge the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number to be credited to you; (d) include information and/or attach documentation demonstrating that the number of Workweeks and/or Pay Periods that you contend should be credited to you are correct; and (d) be submitted by email or mail to the Administrator at the specified email address and/or mailing address specified in Section 9, emailed or postmarked on or before [Response Deadline].

- A. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendants' counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.
- B. "Workweek" means any week during which a Class Member was employed by Defendants for at least one hour during the Class Period, which will be calculated by Defendants based on the dates a Class Member was employed by Defendants during the Class Period.
- C. "Pay Period" means any pay period during which an Aggrieved Employee was employed by Defendants for at least one day during the PAGA Period, which will be calculated by Defendants based on the dates an Aggrieved Employee was employed by Defendants during the PAGA Period.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single Individual Class Payment check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if applicable).

Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee. As noted above, an Individual Settlement Payment and Individual PAGA Payment will be combined into one check.

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

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

Class Members who wish to exclude themselves from the Class Settlement, must submit a written request to be excluded (“Request for Exclusion”), which must (a) contain the case name and number of the Action (*Mario Rodriguez v. V&H Performance, LLC, et al.*, Case No. 23STCV21131); (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be submitted by email or mail to the Administrator at the specified email address and/or mailing address in Section 9, emailed or postmarked on or before [Response Deadline].

If the Court grants Final Approval, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Class Payment, will not be bound by the release of Released Class Claims, and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a valid and timely Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section 3 above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound by the PAGA Settlement and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Participating Class Members may object to the Class Settlement by submitting a written objection (“Objection”), which must: (a) contain the case name and number of the Action (*Mario Rodriguez v. V&H Performance, LLC, et al.*, Case No. 23STCV21131); (b) contain the full name, mailing address, signature, and last four digits of the Social Security number of the objecting Participating Class Member; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by email or mail to the Administrator at the specified email address and/or mailing address, emailed or postmarked on or before [Response Deadline].

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on [redacted] at [redacted] in Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Total Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense

Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://lacc.lacourt.org/>. Check the Court's website <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access> for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the Settlement. The easiest way to read the Agreement, Final Approval Order and Judgment, or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also contact Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV21131. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling (213) 310-7000.

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

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Attorneys for Plaintiff Mario Rodriguez

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

If your check is already void you should consult the California Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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