JUSTICE FOR WORKERS, P.C.
William C. Sung SB# 280792
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9575 Bolsa Ave
Westminster, CA 92683
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Attorneys for Plaintiff ROBERTO TOSCANO HERRERA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ROBERTO TOSCANO HERRERA, an individual and on behalf of all others similarly situated;

Plaintiff,

vs.

180 SNACKS, INC., a California corporation; MICHAEL KIM, an individual; and DOES 1 through 50,

Defendants.

Case No.: 30-2023-01346806-CU-OE-CXC

[Assigned for All Purposes to:
Hon. David A. Hoffer, Dept. CX103]

SUPPLEMENTAL DECLARATION OF WILLIAM C. SUNG IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

(Filed concurrently with Supplemental Brief and [Amended Proposed] Order)

DATE: December 7, 2026
TIME: 1:30 p.m.
DEPT: CX103
Reservation ID: Per August 10, 2026 Ruling

Action Filed: September 5, 2023
Trial Date: Not Set

I, William C. Sung, hereby declare as follows:

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers, P.C., counsel of record for Plaintiff Roberto Toscano Herrera ("Plaintiff") in this action. I am lead counsel for Plaintiff in this case and I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto.

2. On September 17, 2026, Class Counsel provided draft redlined Amendment to Class Action and PAGA Settlement Agreement and Class Notice (the "Amendment") to Defendant's counsel and requested that Defendant provide high/low Class workweeks and PAGA pay period counts and a declaration from Defendant's counsel regarding their knowledge of any other actions that asserts similar claims. *See* **Exhibit 1**, pp. 12-13, which is a true and correct copy of my email correspondences with Defendant's counsel regarding the supplemental briefing.

3. However, after 11 follow-up emails to 4 different attorneys at Defendant's counsel's firm, Defendant has failed to provide an Amendment signed by Defendant or an ETA on when Defendant will sign the Amendment, failed to provide the high/low Class workweek and PAGA pay period counts, and failed to provide a declaration regarding other similar actions. *See* **Exhibit 1** generally.

4. Enclosed as **Exhibit 2** is a true and correct copy of the Amendment signed by Plaintiff. The revised Class Notice is attached as **Exhibit A** to the Amendment.

5. Enclosed as **Exhibit 3** is a true and correct copy of the redlined version of the Amendment showing all of the edits to the original terms of the Settlement and Class Notice. The redlined revised Class Notice is attached as **Exhibit A** to the Amendment.

6. Defendant's counsel has confirmed that the total number of Workweeks is 14,465, which represents a 3.23% increase over 14,052 Workweeks and Defendants elected to increase the Gross Settlement Amount proportionally to $367,756.88. *See* Supp. Sung Decl., ¶ 6, Exh. 1 at pp. 6-7, 13-15. Plaintiff intended, in the Amendment, to increase the Gross Settlement Amount to $367,756.88 (from $356,250) and deleted the Escalator Clause in Section 8. *See* Amendment, §§ 1.22, 3.1, 8. Here, Defendant has verified the number of Workweeks, and made the election to

increase of the Gross Settlement Amount, and approved the adjusted Gross Settlement Amount of $367,756.88. The same adjustment has been made to the Class Notice in Section 3.1.

7. Based on dates of employment in the class list produced by Defendant prior to mediation and extrapolating current employees' dates of employment through the end of the Class Period, Plaintiff estimates the highest Individual Class Payment is $4,434.94 (based on 310 Class Workweeks), the lowest Individual Class Payment is $28.61 (based on 2 Class Workweeks), the highest Individual PAGA Payment is $153.79 (based on 80 PAGA Pay Periods), and lowest Individual PAGA Payment is $1.92 (based on 1 PAGA Pay Period).

8. After making reasonable inquiry, neither Plaintiff nor I have become aware since executing the Agreement of any class, representative or other collective action in any court that asserts claims similar to those asserted in this Action. Specifically, on October 29, 2026, I conducted a search of Defendant 180 Snacks, Inc. on Westlaw Dockets and the LWDA's PAGA Case Search on cadir.my.salesforce-sites.com/PagaSearch and this Action is the only class, representative, or collective action I could find.

9. Enclosed as **Exhibit 4** is a true and correct copy of the redlined revised Class Notice showing all edits to the original Class Notice.

10. Enclosed as **Exhibit 5** is a true and correct copy of the redlined version of the Amended Proposed Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Redlined Amended Proposed Order") showing all edits to the original Proposed Order.

11. On November 10, 2026, I served the LWDA via filing through its online portal at https://dir.govfa.net/432 (Proposed Settlement of PAGA Case) with the Tentative Ruling, the Amendment, the Supplemental Declaration of William C. Sung, and the Amended Proposed Order. Enclosed as **Exhibit 6** is a true and correct copy of the LWDA's filing confirmation.

/ / /

/ / /

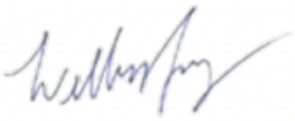
/ / /

/ / /

/ / /

I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on November 10, 2026 at Los Angeles, California.



William C. Sung

EXHIBIT 1

Subject:	Re: Herrera v. 180 Snacks, Inc. - Mediator's Proposal
Date:	Tuesday, November 10, 2026 at 12:15:15 PM Pacific Standard Time
From:	William Sung
To:	LaPointe, Megan L. (Orange County)
CC:	Joseph Ramli, Guneez Ibrahim, Tiffany Luu, Kuno, Cindy (Orange County), Carter, James P. (Orange County), Limas, Serena A. (Los Angeles)
Attachments:	image001.png, image002.png, image003.png, image004.png, image005.png, image006.png, image007.png, image008.jpg, image835044.png, image001[3].png

What is the ETA on getting me your client's signature and what's causing the delay?

Thank you,

William Sung
ATTORNEY
OFFICE & FAX: (323) 922-2000
DIRECT: (323) 285-5511
3600 Wilshire Blvd., Ste. 1815, Los Angeles, CA 90010
9575 Bolsa Ave., Westminster, CA 92683
www.JusticeForWorkers.com

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From: LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>
Date: Tuesday, November 10, 2026 at 12:08 PM
To: William Sung <william@justiceforworkers.com>
Cc: Joseph Ramli <jramli@justiceforworkers.com>; Guneez Ibrahim <gibrahim@justiceforworkers.com>; Tiffany Luu <tluu@justiceforworkers.com>; Kuno, Cindy (Orange County) <Cindy.Kuno@Jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>
Subject: RE: Herrera v. 180 Snacks, Inc. - Mediator's Proposal

Hi William,

The client is working on getting the signatures but need some additional time. I have attached the agreement signed by our office at least but will forward you the completed as soon as possible.

Megan L. LaPointe
Attorney at Law

Jackson Lewis P.C.
200 Spectrum Center Dr. Suite 500
Irvine, CA 92618
Direct: 949-885-5262 | Main: (949) 885-1360
Megan.LaPointe@jacksonlewis.com | www.jacksonlewis.com

From: William Sung <william@justiceforworkers.com>
Sent: Tuesday, November 10, 2026 9:04 AM
To: LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>
Cc: Joseph Ramli <jramli@justiceforworkers.com>; Guneez Ibrahim <gibrahim@justiceforworkers.com>; Tiffany Luu <tluu@justiceforworkers.com>; Kuno, Cindy (Orange County) <Cindy.Kuno@Jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>
Subject: Re: Herrera v. 180 Snacks, Inc. - Mediator's Proposal
Importance: High

Megan,

If we do not receive the signed Amendment by noon today, we will proceed with our filing and advise the Court of Defendant's inexcusable delay. If the Court denies preliminary approval because of Defendant's breach of the Class Action and PAGA Settlement Agreement, we will immediately resume pre-certification discovery and the cost of any future resolution will increase significantly for your client.

Thank you,

William Sung
ATTORNEY
OFFICE & FAX: (323) 922-2000
DIRECT: (323) 285-5511
3600 Wilshire Blvd., Ste. 1815, Los Angeles, CA 90010
9575 Bolsa Ave., Westminster, CA 92683
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From: LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>
Date: Monday, November 9, 2026 at 1:09 PM
To: William Sung <william@justiceforworkers.com>
Cc: Joseph Ramli <jramli@justiceforworkers.com>; Guneez Ibrahim <gibrahim@justiceforworkers.com>; Tiffany Luu <tluu@justiceforworkers.com>; Kuno, Cindy (Orange County) <Cindy.Kuno@Jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>
Subject: RE: Herrera v. 180 Snacks, Inc. - Mediator's Proposal

Hi William,

I just sent over an email to my client and am working on getting this back to you as soon as possible.

Megan L. LaPointe
Attorney at Law

Jackson Lewis P.C.
200 Spectrum Center Dr. Suite 500
Irvine, CA 92618
Direct: 949-885-5262 | Main: (949) 885-1360
Megan.LaPointe@jacksonlewis.com | www.jacksonlewis.com

From: William Sung <william@justiceforworkers.com>
Sent: Monday, November 9, 2026 10:53 AM
To: LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>
Cc: Joseph Ramli <jramli@justiceforworkers.com>; Guneez Ibrahim <gibrahim@justiceforworkers.com>; Tiffany Luu <tluu@justiceforworkers.com>; LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>; Kuno, Cindy (Orange County) <Cindy.Kuno@Jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>; Anari, Shiva (LA) <Shiva.Anari@jacksonlewis.com>; Castillo, Vivian (LA) <Vivian.Castillo@jacksonlewis.com>
Subject: Re: Herrera v. 180 Snacks, Inc. - Mediator's Proposal
Importance: High

Megan, our deadline to file supplemental papers is tomorrow. Please send me the signed Amendment ASAP.

Thank you,

William Sung
ATTORNEY
OFFICE & FAX: (323) 922-2000

DIRECT: (323) 285-5511
3600 Wilshire Blvd., Ste. 1815, Los Angeles, CA 90010
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From: William Sung <william@justiceforworkers.com>
Date: Thursday, November 5, 2026 at 10:17 AM
To: LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>
Cc: Joseph Ramli <jramli@justiceforworkers.com>; Guneez Ibrahim <gibrahim@justiceforworkers.com>; Tiffany Luu <tluu@justiceforworkers.com>; LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>; Kuno, Cindy (Orange County) <Cindy.Kuno@Jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>; Anari, Shiva (LA) <Shiva.Anari@jacksonlewis.com>; Castillo, Vivian (LA) <Vivian.Castillo@jacksonlewis.com>
Subject: Re: Herrera v. 180 Snacks, Inc. - Mediator's Proposal

Megan, following up again.

Thank you,

William Sung
ATTORNEY
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DIRECT: (323) 285-5511
3600 Wilshire Blvd., Ste. 1815, Los Angeles, CA 90010
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From: William Sung <william@justiceforworkers.com>
Date: Tuesday, November 3, 2026 at 10:08 AM
To: LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>
Cc: Joseph Ramli <jramli@justiceforworkers.com>; Guneez Ibrahim <gibrahim@justiceforworkers.com>; Tiffany Luu <tluu@justiceforworkers.com>; LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>; Kuno, Cindy (Orange County) <Cindy.Kuno@Jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>; Anari, Shiva (LA) <Shiva.Anari@jacksonlewis.com>; Castillo, Vivian (LA) <Vivian.Castillo@jacksonlewis.com>
Subject: Re: Herrera v. 180 Snacks, Inc. - Mediator's Proposal

Megan, our filing is due in a week. I'm following up on the signed Amendment as well as the two bullet points below.

Thank you,

William Sung
ATTORNEY
OFFICE & FAX: (323) 922-2000
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9575 Bolsa Ave., Westminster, CA 92683
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From: William Sung <william@justiceforworkers.com>
Date: Thursday, October 29, 2026 at 1:14 PM
To: LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>
Cc: Joseph Ramli <jramli@justiceforworkers.com>; Guneez Ibrahim <gibrahim@justiceforworkers.com>; Tiffany Luu <tluu@justiceforworkers.com>; LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>; Kuno, Cindy (Orange County) <Cindy.Kuno@Jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>; Anari, Shiva (LA) <Shiva.Anari@jacksonlewis.com>; Castillo, Vivian (LA) <Vivian.Castillo@jacksonlewis.com>
Subject: Re: Herrera v. 180 Snacks, Inc. - Mediator's Proposal

Megan,

Here's the clean version of the Amendment for execution. Please provide the following information/declaration which addresses the Court's remaining concerns in the tentative ruling, which I've attached for your convenience:

- High/low Class workweek and PAGA pay period counts so I can calculate the "highest and lowest estimated individual class and PAGA awards"
- Defendants' declaration re "whether, after making reasonable inquiry, they have become aware since executing the settlement agreement of any class, representative or other collective action in any court that asserts claims similar to those asserted in this action. If any such actions are known to exist, the declarations must also state the name and case number of any such case and the procedural status of that case, and must describe the impact of the settlement on that case."

Thank you,

William Sung

ATTORNEY

OFFICE & FAX: (323) 922-2000

DIRECT: (323) 285-5511

3600 Wilshire Blvd., Ste. 1815, Los Angeles, CA 90010

9575 Bolsa Ave., Westminster, CA 92683

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From: LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>
Date: Thursday, October 29, 2026 at 11:43 AM
To: William Sung <william@justiceforworkers.com>
Cc: Joseph Ramli <jramli@justiceforworkers.com>; Guneez Ibrahim <gibrahim@justiceforworkers.com>; Tiffany Luu <tluu@justiceforworkers.com>; LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>; Kuno, Cindy (Orange County) <Cindy.Kuno@Jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>; Anari, Shiva (LA) <Shiva.Anari@jacksonlewis.com>;

Castillo, Vivian (LA) <Vivian.Castillo@jacksonlewis.com>
Subject: RE: Herrera v. 180 Snacks, Inc. - Mediator's Proposal

Hi William,

I sincerely appreciate your patience. The revisions have been approved by the client.

Thank you,
Megan

Megan L. LaPointe
Attorney at Law

Jackson Lewis P.C.
200 Spectrum Center Dr. Suite 500
Irvine, CA 92618
Direct: 949-885-5262 | Main: (949) 885-1360
Megan.LaPointe@jacksonlewis.com | www.jacksonlewis.com

From: William Sung <william@justiceforworkers.com>
Sent: Wednesday, October 28, 2026 6:26 PM
To: LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>; Anari, Shiva (LA) <Shiva.Anari@jacksonlewis.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>; Castillo, Vivian (LA) <Vivian.Castillo@jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Kuno, Cindy (Orange County) <Cindy.Kuno@Jacksonlewis.com>
Cc: Joseph Ramli <jramli@justiceforworkers.com>; Guneez Ibrahim <gibrahim@justiceforworkers.com>; Tiffany Luu <tluu@justiceforworkers.com>; LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>
Subject: Re: Herrera v. 180 Snacks, Inc. - Mediator's Proposal

Megan, our filing is due in less than two weeks. What's the status?

Thank you,

JUSTICE FOR WORKERS

William Sung
ATTORNEY
OFFICE & FAX: (323) 922-2000
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3600 Wilshire Blvd., Ste. 1815, Los Angeles, CA 90010
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From: LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>
Date: Monday, October 26, 2026 at 2:35 PM
To: William Sung <william@justiceforworkers.com>; Anari, Shiva (LA) <Shiva.Anari@jacksonlewis.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>; Castillo, Vivian (LA) <Vivian.Castillo@jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Kuno, Cindy (Orange County) <Cindy.Kuno@Jacksonlewis.com>
Cc: Joseph Ramli <jramli@justiceforworkers.com>; Guneez Ibrahim <gibrahim@justiceforworkers.com>; Tiffany Luu <tluu@justiceforworkers.com>; LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>
Subject: RE: Herrera v. 180 Snacks, Inc. - Mediator's Proposal

Hi William,

I appreciate the follow up. I will follow up once again with my client and get back to you as soon as possible.

JL

Megan L. LaPointe
Attorney at Law

Jackson Lewis P.C.
200 Spectrum Center Dr. Suite 500
Irvine, CA 92618
Direct: 949-885-5262 | Main: (949) 885-1360
Megan.LaPointe@jacksonlewis.com | www.jacksonlewis.com

From: William Sung <william@justiceforworkers.com>
Sent: Thursday, October 22, 2026 6:44 PM
To: LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>; Anari, Shiva (LA) <Shiva.Anari@jacksonlewis.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>; Castillo, Vivian (LA) <Vivian.Castillo@jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Kuno, Cindy (Orange County) <Cindy.Kuno@Jacksonlewis.com>
Cc: Joseph Ramli <jramli@justiceforworkers.com>; Guneez Ibrahim <gibrahim@justiceforworkers.com>; Tiffany Luu <tluu@justiceforworkers.com>; LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>
Subject: Re: Herrera v. 180 Snacks, Inc. - Mediator's Proposal

Hi Megan,

I want to follow up. The deadline to file supplemental papers is coming up in less than three weeks.

Thank you,

William Sung
ATTORNEY
OFFICE & FAX: (323) 922-2000
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From: LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>
Date: Friday, October 16, 2026 at 2:07 PM
To: William Sung <william@justiceforworkers.com>; Anari, Shiva (LA) <Shiva.Anari@jacksonlewis.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>; Castillo, Vivian (LA) <Vivian.Castillo@jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Kuno, Cindy (Orange County) <Cindy.Kuno@Jacksonlewis.com>
Cc: Joseph Ramli <jramli@justiceforworkers.com>; Guneez Ibrahim <gibrahim@justiceforworkers.com>; Tiffany Luu <tluu@justiceforworkers.com>; LaPointe, Megan L. (Orange County) <Megan.LaPointe@jacksonlewis.com>
Subject: RE: Herrera v. 180 Snacks, Inc. - Mediator's Proposal

Hi William,

I apologize for any delay in getting back to you. I will be assisting on this case in Shiva's absence. I will review the below as soon as possible.

Thank you!

Megan L. LaPointe

Attorney at Law

Jackson Lewis P.C.
200 Spectrum Center Dr. Suite 500
Irvine, CA 92618
Direct: 949-885-5262 | Main: (949) 885-1360
Megan.LaPointe@jacksonlewis.com | www.jacksonlewis.com

From: William Sung <william@justiceforworkers.com>
Sent: Monday, October 12, 2026 12:48 PM
To: Anari, Shiva (LA) <Shiva.Anari@jacksonlewis.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>; Castillo, Vivian (LA) <Vivian.Castillo@jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Kuno, Cindy (Orange County) <Cindy.Kuno@Jacksonlewis.com>
Cc: Joseph Ramli <jramli@justiceforworkers.com>; Guneez Ibrahim <gibrahim@justiceforworkers.com>; Tiffany Luu <tluu@justiceforworkers.com>
Subject: Re: Herrera v. 180 Snacks, Inc. - Mediator's Proposal

James/Serena, I'm following up again as our filing deadline is coming up.

Thank you,

William Sung
ATTORNEY
OFFICE & FAX: (323) 922-2000
DIRECT: (323) 285-5511
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From: William Sung <william@justiceforworkers.com>
Date: Monday, October 5, 2026 at 3:36 PM
To: Anari, Shiva (LA) <Shiva.Anari@jacksonlewis.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>; Castillo, Vivian (LA) <Vivian.Castillo@jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Kuno, Cindy (Orange County) <Cindy.Kuno@Jacksonlewis.com>
Cc: Joseph Ramli <jramli@justiceforworkers.com>; Guneez Ibrahim

<gibrahim@justiceforworkers.com>; Tiffany Luu <tluu@justiceforworkers.com>
Subject: Re: Herrera v. 180 Snacks, Inc. - Mediator's Proposal

James/Serena, I'm following up on my email below. Please advise.

Thank you,

William Sung
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9575 Bolsa Ave., Westminster, CA 92683
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From: William Sung <william@justiceforworkers.com>
Date: Thursday, September 17, 2026 at 1:50 PM
To: Anari, Shiva (LA) <Shiva.Anari@jacksonlewis.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>; Castillo, Vivian (LA) <Vivian.Castillo@jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Kuno, Cindy (Orange County) <Cindy.Kuno@Jacksonlewis.com>
Cc: Joseph Ramli <jramli@justiceforworkers.com>; Guneez Ibrahim <gibrahim@justiceforworkers.com>; Tiffany Luu <tluu@justiceforworkers.com>
Subject: Re: Herrera v. 180 Snacks, Inc. - Mediator's Proposal

James/Serena, I received an automatic reply from Shiva stating she's out on leave. Please let me know who I will be working with on the amended settlement documents.

Thank you,

William Sung
ATTORNEY
OFFICE & FAX: (323) 922-2000
DIRECT: (323) 285-5511

JUSTICE FOR WORKERS

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From: William Sung <william@justiceforworkers.com>
Date: Thursday, September 17, 2026 at 1:46 PM
To: Anari, Shiva (LA) <Shiva.Anari@jacksonlewis.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>; Castillo, Vivian (LA) <Vivian.Castillo@jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Kuno, Cindy (Orange County) <Cindy.Kuno@Jacksonlewis.com>
Cc: Joseph Ramli <jramli@justiceforworkers.com>; Guneez Ibrahim <gibrahim@justiceforworkers.com>; Tiffany Luu <tluu@justiceforworkers.com>
Subject: Re: Herrera v. 180 Snacks, Inc. - Mediator's Proposal

Counsel,

I'm writing regarding amended settlement papers based on the Court's 8/10/26 ruling.

By my calculation, the GSA will be increased by $11,506.88, based on the following calculation:

- Workweeks allowance in Escalator Clause is 12,775 workweeks and actual workweeks is 14,465, which is a 13.23% increase, and the GSA will be increased by 3.23%.
- The original GSA of $356,250 x 3.23% = $11,506.88
- The updated GSA is $356,250 + $11,506.88 = $367,756.88

Attached is the redlined amendment to the long form and class notice which I have updated the GSA amount and removed the Escalator Clause. Please provide a declaration attesting to the number of workweeks pursuant to Section 8 of the Agreement.

Attached is the 8/10/26 tentative order with my notes re addressing other issues raised by the Court. Please provide the following:

- High/low Class workweek and PAGA pay period counts so I can calculate the "highest and lowest estimated individual class and PAGA awards"

- Defendants' declaration re "whether, after making reasonable inquiry, they have become aware since executing the settlement agreement of any class, representative or other collective action in any court that asserts claims similar to those asserted in this action. If any such actions are known to exist, the declarations must also state the name and case number of any such case and the procedural status of that case, and must describe the impact of the settlement on that case."

The redlined class notice with the Court's ordered revisions is included with the Amendment. Attached is the amended proposed order with the Court's ordered revisions.

Thank you,

William Sung

ATTORNEY

OFFICE & FAX: (323) 922-2000

DIRECT: (323) 285-5511

3600 Wilshire Blvd., Ste. 1815, Los Angeles, CA 90010

9575 Bolsa Ave., Westminster, CA 92683

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From: Anari, Shiva (LA) <Shiva.Anari@jacksonlewis.com>
Date: Monday, August 10, 2026 at 11:26 AM
To: William Sung <william@justiceforworkers.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>; Castillo, Vivian (LA) <Vivian.Castillo@jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Kuno, Cindy (Orange County) <Cindy.Kuno@Jacksonlewis.com>
Cc: Joseph Ramli <jramli@justiceforworkers.com>; Guneez Ibrahim <gibrahim@justiceforworkers.com>; Tiffany Luu <tluu@justiceforworkers.com>
Subject: RE: Herrera v. 180 Snacks, Inc. - Mediator's Proposal

Thank you for confirming.

I can now confirm that Defendants elect to exercise their right to increase the settlement amount proportionally for the excess workweeks.

As set forth in the Court's tentative ruling, this issue should be addressed in the supplemental

filing, which is due 16 court days before the continued hearing on December 7, 2026.

Best,
Shiva

Shiva Anari
Attorney at Law

Jackson Lewis P.C.
725 South Figueroa Street
Suite 2800
Los Angeles, CA 90017
Direct: (213) 630-8246 | Main: (213) 689-0404
Shiva.Anari@jacksonlewis.com | www.jacksonlewis.com

From: William Sung <william@justiceforworkers.com>
Sent: Monday, August 10, 2026 11:12 AM
To: Anari, Shiva (LA) <Shiva.Anari@jacksonlewis.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>; Castillo, Vivian (LA) <Vivian.Castillo@jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Kuno, Cindy (Orange County) <Cindy.Kuno@Jacksonlewis.com>
Cc: Joseph Ramli <jramli@justiceforworkers.com>; Guneez Ibrahim <gibrahim@justiceforworkers.com>; Tiffany Luu <tluu@justiceforworkers.com>
Subject: Re: Herrera v. 180 Snacks, Inc. - Mediator's Proposal

I intend to appear at the hearing today so we can discuss with the Court a firm deadline by which Defendant will resolve the escalator issue and whether the Court will require an amendment to the settlement agreement in light of Defendant's forthcoming election.

Thank you,

William Sung
ATTORNEY
OFFICE & FAX: (323) 922-2000
DIRECT: (323) 285-5511
3600 Wilshire Blvd., Ste. 1815, Los Angeles, CA 90010
9575 Bolsa Ave., Westminster, CA 92683
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From: Anari, Shiva (LA) <Shiva.Anari@jacksonlewis.com>
Date: Monday, August 10, 2026 at 11:07 AM
To: William Sung <william@justiceforworkers.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>; Castillo, Vivian (LA) <Vivian.Castillo@jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Kuno, Cindy (Orange County) <Cindy.Kuno@Jacksonlewis.com>
Cc: Joseph Ramli <jramli@justiceforworkers.com>; Guneez Ibrahim <gibrahim@justiceforworkers.com>; Tiffany Luu <tluu@justiceforworkers.com>
Subject: RE: Herrera v. 180 Snacks, Inc. - Mediator's Proposal

Counsel,

Appreciate your patience with us.

Defendants' updated total workweek count is 14,465. As expected, and as we previously advised your office, this triggers the escalator provision under the settlement agreement.

Defendants intend to exercise their right to increase the settlement amount proportionally for the excess workweeks, rather than shorten the class period. We are currently awaiting the client's final confirmation on that election and expect to receive it today.

Based on that, we intend to submit on the Court's tentative ruling.

Please let us know if you still intend to appear so we may plan accordingly.

Best,
Shiva

JL

Shiva Anari
Attorney at Law

Jackson Lewis P.C.
725 South Figueroa Street
Suite 2800
Los Angeles, CA 90017
Direct: (213) 630-8246 | Main: (213) 689-0404
Shiva.Anari@jacksonlewis.com | www.jacksonlewis.com

From: William Sung <william@justiceforworkers.com>
Sent: Monday, August 10, 2026 9:51 AM
To: Anari, Shiva (LA) <Shiva.Anari@jacksonlewis.com>; Limas, Serena A. (Los Angeles) <Serena.Limas@jacksonlewis.com>; Castillo, Vivian (LA) <Vivian.Castillo@jacksonlewis.com>; Carter, James P. (Orange County) <James.Carter@jacksonlewis.com>; Kuno, Cindy (Orange

EXHIBIT 2

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amendment to Class Action and PAGA Settlement Agreement ("Amendment") is made by and between Plaintiff Roberto Toscano Herrera ("Plaintiff") and Defendant 180 Snacks, Inc. ("Defendant 180 Snacks") and Michael Kim (collectively, "Defendants") pursuant to the Court's August 10, 2026 ruling on Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. The Amendment refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

The Amendment shall modify the Parties' Class Action and PAGA Settlement Agreement and Class Notice ("Agreement") fully executed by the Parties on March 13, 2026 by replacing the below-referenced paragraphs from the Agreement to read as follows. The Parties agree that in the event of a conflict between any term in the Agreement and the Amendment, the terms set forth in this Amendment shall control.

1. DEFINITIONS.

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

1.22 "Gross Settlement Amount" means Three Hundred Sixty-Seven Thousand Seven Hundred Fifty-Six Dollars and Eighty-Eight ($367,756.88) which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses. The Parties agree that Defendant 180 Snacks' share of the employer's payroll taxes shall be paid by Defendant 180 Snacks in addition to the Gross Settlement Amount.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendants promise to pay Three Hundred Sixty-Seven Thousand Seven Hundred Fifty-Six Dollars and Eighty-Eight ($367,756.88) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

8. RESERVED.

Doc ID: 42b518d84fcabb5ab18c7d83beeee9c0310766e4

ACCEPTED AND AGREED:

Dated: _____, 2026 DEFENDANT 180 SNACKS, INC.

_____

By: _____

Its: _____ and authorized representative

Dated: _____, 2026 DEFENDANT MICHAEL KIM

_____

Michael Kim

Dated: 10/29/26, 2026 PLAINTIFF

_____

Roberto Toscano Herrera

AGREED AS TO FORM

Dated October 29, 2026 JUSTICE FOR WORKERS, P.C.

_____

William C. Sung
Tiffany L. Luu
Attorneys for Plaintiff

Dated: _____, 2026 JACKSON LEWIS, P.C.

_____

James P. Carter
Shiva Anari
Attorney for Defendants

Doc ID: 42b518d84fcabb5ab18c7d83beeee9c0310766e4

EXHIBIT 3

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amendment to Class Action and PAGA Settlement Agreement ("Amendment") is made by and between Plaintiff Roberto Toscano Herrera ("Plaintiff") and Defendant 180 Snacks, Inc. ("Defendant 180 Snacks") and Michael Kim (collectively, "Defendants") pursuant to the Court's August 10, 2026 ruling on Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. The Amendment refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

The Amendment shall modify the Parties' Class Action and PAGA Settlement Agreement and Class Notice ("Agreement") fully executed by the Parties on March 13, 2026 by replacing the below-referenced paragraphs from the Agreement to read as follows. The Parties agree that in the event of a conflict between any term in the Agreement and the Amendment, the terms set forth in this Amendment shall control.

1. DEFINITIONS.

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

1.22 "Gross Settlement Amount" means Three Hundred Sixty-Seven Thousand Seven Hundred Fifty-Six Dollars and Eighty-Eight ($367,756.88)~~Three Hundred Fifty-Six Thousand Two Hundred Fifty Dollars and Zero Cents ($356,250.00)~~ which is the total amount Defendants agree to pay under the Settlement ~~except as provided in Paragraph 8 below~~. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses. The Parties agree that Defendant 180 Snacks' share of the employer's payroll taxes shall be paid by Defendant 180 Snacks in addition to the Gross Settlement Amount.

3. RECITALS.

3.1 Gross Settlement Amount. ~~Except as otherwise provided by Paragraph 8 below,~~ Defendants promise to pay Three Hundred Sixty-Seven Thousand Seven Hundred Fifty-Six Dollars and Eighty-Eight ($367,756.88)~~Three Hundred Fifty-Six Thousand Dollars Two Hundred Fifty Dollars and Zero Cents ($356,250.00)~~ and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a

condition of payment. None of the Gross Settlement Amount will revert to Defendants.

8. **RESERVED.**~~**CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on a review of its records to date, Defendants estimate that there are 84 Class Members who collectively worked a total of 12,775 Workweeks, and 70 Aggrieved Employees who worked a total of 2,297 PAGA Pay Periods. If the total number of Workweeks is 10% higher (14,052 Workweeks), then Defendants shall have the option to either: (1) de-escalate the settlement so that the Class Period ends on the date that the Workweek count totals no more than 14,052 Workweeks and the PAGA Period will end on the same date as the Class Period; or (2) permit the Gross Settlement Amount to be increased proportionally by the Workweeks in excess of 10% (14,052 Workweeks) (the "Escalator Clause"). Within 14 calendar days after the execution of this Agreement, Defendants shall verify the total number of Workweeks during the Class Period by either submitting a declaration to Class Counsel stating the total number of Workweeks during the Class Period or providing the number of Workweeks or dates of employment of Class Members to the Administrator who will calculate Workweeks. If the Escalator Clause is triggered, prior to the hearing on preliminary approval, Defendants shall choose to either change the end date of the Class Period or increase the Gross Settlement Amount in accordance with the Escalator Clause such that there is a date certain on the Class Period for preliminary approval.~~

ACCEPTED AND AGREED:

Dated: _____, 2026 DEFENDANT 180 SNACKS, INC.

_____

By: _____

Its: _____ and authorized representative

Dated: _____, 2026 DEFENDANT MICHAEL KIM

_____

Michael Kim

Dated: _____, 2026 PLAINTIFF

_____

Roberto Toscano Herrera

AGREED AS TO FORM

Dated _____, 2026 JUSTICE FOR WORKERS, P.C.

_____
William C. Sung
Tiffany L. Luu
Attorneys for Plaintiff

Dated: _____, 2026 JACKSON LEWIS, P.C.

_____
James P. Carter
Shiva Anari
Attorney for Defendants

EXHIBIT 4

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

Roberto Toscano Herrera v. 180 Snacks, Inc., et al., Case No. 30-2023-01346806-CU-OE-CXC

The Superior Court for the State of California authorized this Notice of Class Action and PAGA Settlement (the "Notice"). Read it carefully!
It's not junk mail, spam, advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class and PAGA action lawsuit ("Action") against 180 Snacks, Inc. ("Defendant 180 Snacks") and Michael Kim (collectively, "Defendants") for alleged wage and hour violations. The Action was filed by a former employee Roberto Toscano Herrera ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt employees who worked for Defendant 180 Snacks within the State of California at any time during the Class Period of September 5, 2019 through August 12, 2025 ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees who worked for Defendant 180 Snacks within the State of California at any time during the PAGA Period of July 28, 2022 through August 12, 2025 ("Aggrieved Employees").

The proposed settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a 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 Payment is estimated to be $INSERT (less withholding) and your Individual PAGA Payment is estimated to be $INSERT**. The actual amount you may receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' 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 worked INSERT Workweeks** during the Class Period, and **you worked INSERT PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires 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 worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

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

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. A Template/Example Request for Exclusion is attached to this notice as Exhibit 1. You cannot opt-out of the PAGA portion of the proposed 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).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice. A Template/Example Objection to Settlement is attached to this notice as Exhibit 2.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. 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 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** _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked 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 _____. See Section **4** of this Notice. A Template/Example Workweek/Pay Period Challenge is attached to this notice as Exhibit 3.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant 180 Snacks, Inc. The Action accuses Defendants of violating California labor laws by failing to pay all wages due including minimum and overtime wages, failing to provide legally compliant meal and rest periods, failing to pay wages due upon termination, and failing to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq*.) ("PAGA"). Plaintiff is represented by attorneys in the Action: William C. Sung and Tiffany L. Luu of Justice for Workers, P.C. ("Class Counsel")

Defendants 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 is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel believe the Settlement is ~~a good deal for you~~fair 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) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants Will Pay $367,756.88 ~~$356,250.00~~ as the Gross Settlement Amount. Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement Amount within 30 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

   A. Up to $110,327.06~~$118,750.00~~ (~~33 1/3~~30% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to $20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $5,000.00 to Plaintiff as Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

   C. Up to $5,490.00 to the Administrator for services administering the Settlement.

D. ~~Up to~~ $20,000.00 for PAGA Penalties, allocated 75% ($15,000.00) to the LWDA Payment and 25% ($5,000.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interests and penalties ("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 Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

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), which will be 180 days after its issuing 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 are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **INSERT**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **INSERT** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants. A Template/Example Request for Exclusion is attached to this

notice as Exhibit 1.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. 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 Judgment. It is also possible the Court will enter a 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 Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also initially decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. As described below, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA Penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

   > All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims under state and local law that were or reasonably could have been asserted based on the facts and allegations made in the Operative Complaint, including without limitation, California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 516, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, California Industrial Commission Wage Orders, and Business and Professions Code §§ 17200, et seq., and including all claims for unpaid wages, overtime or double time wages, minimum wages, liquidated damages, statutory penalties recoverable pursuant to the claims listed above, interest, fees, costs, as well as all other claims and allegations alleged in the Operative Complaint, arising during the Class Period (the "Released Class Claims").

10. Aggrieved Employees' PAGA Release. As described below, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their

related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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

> All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under state and local law that were or reasonably could have been asserted based on the facts and allegations alleged in Plaintiff's PAGA Notice and the Operative Complaint, including without limitation, California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 558.1, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, et seq., 2802, California Industrial Commission Wage Orders, and including all claims for unpaid wages, overtime or double time wages, minimum wages, meal periods and meal period premiums, rest periods and rest period premiums, timely payment of wages during employment and at separation, wage statement penalties, recordkeeping penalties, penalties recoverable pursuant to the claims listed above (including civil penalties pursuant to PAGA), interest, fees, costs, as well as all other claims and allegations alleged in the PAGA Action, arising during the PAGA Period ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **INSERT** (60 days after this Notice was mailed) to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information. A Template/Example Workweek/Pay Period Challenge is attached to this notice as Exhibit 3.

   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 PAGA 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 make the initial determination regarding your Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. However, the Court will make the final determination regarding any such challenge.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Roberto Toscano Herrera v. 180 Snacks, Inc., et al.*, Case No. 30-2023-01346806-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must receive your request to be excluded by INSERT (60 days after this Notice was mailed), or it will be invalid.** The Administrator will make the initial determination regarding your request for exclusion; however, the Court will make the final determination regarding any request for exclusion. Section 9 of the Notice has the Administrator's contact information. A Template/Example Request for Exclusion is attached to this notice as Exhibit 1.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the **INSERT** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Litigation Costs and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for Attorneys' Fees and Litigation Costs; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel

(whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www.[redacted].com or the Court's website https://civilwebshopping.occourts.org/Login.do.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Litigation Costs, and Class Representative Service Payment may wish to object. **The deadline for sending written objections to the Administrator is INSERT**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, Roberto Toscano Herrera v. 180 Snacks, Inc. and Michael Kim, Case No. 30-2023-01346806-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information. A Template/Example Objection to Settlement is attached to this notice as Exhibit 2.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing **INSERT** at **INSERT** a.m./p.m. in Department CX103 of the Civil Complex Center, Orange Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross 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://occourtsapp.azurewebsites.us/aci/checkin-results?dept=CX103. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at www.[redacted].com, which will be available on the administrator's website for at least 180 days following entry of judgment, which occurs after the Court grants final approval. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to https://www.lacourt.org/casesummary/ui/) and entering the

Case Number for the Action, Case No. 30-2023-01346806-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office at the Orange Superior Court.

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

Class Counsel:

William C. Sung, Esq.
Tiffany L. Luu, Esq.
Justice for Workers, P.C.
3600 Wilshire Blvd., Ste. 1815
Los Angeles, CA 90010
Tel: (323) 922-2000
william@justiceforworkers.com
tluu@justiceforworkers.com

Administrator:

Apex Class Action LLC
claims@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Telephone: (800) 355 - 0700
Fax Number: (949) 989-4428

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 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.

Exhibit 1 to Notice

Template/Example Request for Exclusion

The below is a template/example of a Request for Exclusion. Although you may use this or a substantially similar formatted document to submit a Request for Exclusion, you are not required to use this format/template. Regardless of whether you use this format/template, if you submit a timely Request for Exclusion consistent with Section 3(6) above, it will be considered.

REQUEST FOR EXCLUSION
Roberto Toscano Herrera v. 180 Snacks, Inc., et al., Case No. 30-2023-01346806-CU-OE-CXC

Apex Class Action
claims@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Telephone: (800) 355 - 0700
Fax Number: (949) 989-4428

Settlement Administrator,

I request to be excluded from the *Roberto Toscano Herrera v. 180 Snacks, Inc., et al.*, Case No. 30-2023-01346806-CU-OE-CXC Class Settlement. My name and contact information is below:

Employee Name:	
Employee Address:	
Employee Phone Number: Approximate Employment Dates:	

Thank you,

Signature: _____

Exhibit 2 to Notice

Template/Example Objection to Settlement

The below is a template/example of an Objection to Settlement. Although you may use this or a substantially similar formatted document to submit an Objection, you are not required to use this format/template. Regardless of whether you use this format/template, if you submit a timely Objection consistent with Section 7 above, it will be considered. Alternatively, you may object by attending (or retaining an attorney to attend) the Final Approval Hearing. Information regarding the Final Approval Hearing is provided in Section 8 above.

OBJECTION TO SETTLEMENT
Roberto Toscano Herrera v. 180 Snacks, Inc., et al., Case No. 30-2023-01346806-CU-OE-CXC

Apex Class Action
claims@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Telephone: (800) 355 - 0700
Fax Number: (949) 989-4428

Settlement Administrator,

I object to the *Roberto Toscano Herrera v. 180 Snacks, Inc., et al.*, Case No. 30-2023-01346806-CU-OE-CXC Class Settlement.

[Insert what you object to, why you object, and any facts that support your objection.]

My name and contact information is below:

Employee Name:	
Employee Address:	
Employee Phone Number:	
Approximate Employment Dates:	

Thank you,

Signature: _____

Exhibit 3 to Notice

Template/Example Workweek/Pay Period Challenge

The below is a template/example of a Workweek/Pay Period Challenge. Although you may use this or a substantially similar formatted document to submit a Workweek/Pay Period Challenge, you are not required to use this format/template. Regardless of whether you use this format/template, if you submit a timely a Workweek/Pay Period Challenge consistent with Section 4(3) above, it will be considered.

WORKWEEK/PAY PERIOD CHALLENGE
Roberto Toscano Herrera v. 180 Snacks, Inc., et al., Case No. 30-2023-01346806-CU-OE-CXC

Apex Class Action
claims@apexclassaction.com
P.O. Box 54668,
Irvine, CA 92619
Telephone: (800) 355 - 0700
Fax Number: (949) 989-4428

Settlement Administrator,

I write to challenge the number of Workweeks and/or PAGA Pay Periods as shown on the Settlement Notice I received regarding the *Roberto Toscano Herrera v. 180 Snacks, Inc., et al.*, Case No. 30-2023-01346806-CU-OE-CXC Class Settlement.

My name and contact information is below:

Employee Name:	
Employee Address:	
Employee Phone Number:	
Approximate Employment Dates:	

Below are the number of workweeks and pay periods listed in the Notice I received, and the number of workweeks and/or pay periods I believe should be listed:

	Class Workweeks (Workweeks worked between September 5, 2019 through August 12, 2025)	PAGA Pay Periods (Pay Periods worked between July 28, 2022 through August 12, 2025)
Listed on Class Notice		
Employee Proposed		

I have attached/enclosed supporting documents regarding the challenge above.

Thank you,

Signature: _____

EXHIBIT 5

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ROBERTO TOSCANO HERRERA, an individual and on behalf of all others similarly situated;

Plaintiff,

vs.

180 SNACKS, INC., a California corporation; MICHAEL KIM, an individual; and DOES 1 through 50,

Defendants.

Case No.: 30-2023-01346806-CU-OE-CXC

[Assigned for All Purposes to:
Hon. David A. Hoffer, Dept. CX103]

(AMENDED PROPOSED) ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Action Filed: September 5, 2023
Trial Date: Not Set

The Motion of Plaintiff Roberto Toscano Herrera ("Plaintiff") for Preliminary Approval of Class Action and PAGA Settlement came on regularly for hearing before this Court. This Court, having considered the proposed Class Action and PAGA Settlement Agreement (the "Agreement") attached as Exhibit 1 to this Order[1]; having considered Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, Memorandum of Points and Authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class action and PAGA settlement as set forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing. For purposes of the Settlement, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Class:

> All current and former non-exempt employees who worked for Defendant 180 Snacks, Inc. within the State of California at any time during the Class Period of September 5, 2019 through August 12, 2025.

2. For purposes of the Settlement, the Court designates named Plaintiff Roberto Toscano Herrera as Class Representative and William C. Sung and Tiffany L. Luu of Justice for Workers, P.C. as Class Counsel.

3. The Court designates Apex Class Action, LLC as the third-party Administrator for mailing notices.

4. The Court approves, as to form and content, the Class Notice, including the Request for Exclusion, Objection to Settlement, and Workweek/Pay Period Challenge forms. The Class Notice in English and Spanish is attached as Exhibit 2 to this Order~~attached as Exhibit A to the Agreement. The Class Notice shall be translated into Spanish by the Administrator~~.

5. The Court finds that the form of notice to the Class regarding the pendency of the

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[1] ~~The Agreement is also attached as Exhibit 1 to the Declaration of William C. Sung.~~ All defined terms contained herein shall have the same meanings as set forth in the Agreement.

action and of the Settlement, and the methods of giving notice to Class Members, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all of the Class Members. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

6. The Court further approves the procedures for the Class Members to opt out of or object to the Settlement, as set forth in the Class Notice.

7. The procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement in accordance with the due process rights of all members of the Class.

8. The Court directs the Administrator to mail the Class Notice to Class Members in accordance with the terms of the Settlement.

9. The Class Notice shall provide at least sixty (60) calendar days' notice for Class Members to opt out of, or object to, the Settlement or dispute the number of Class Workweeks and PAGA Pay Periods.

10. The Final Approval Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department CX103 of this Court, located at Civil Complex Center 751 West Santa Ana Blvd., Santa Ana, CA 92701 on ~~December 2~~May 3, ~~2026~~ 2027 at 1:30 p.m.

11. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, service award to Plaintiff, settlement administration costs, and payment to the Labor & Workforce Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act should be granted.

12. Counsel for the parties shall file memoranda, declarations, or other statements and

materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's service award, payment to the LWDA, and settlement administration costs, no later than 16 court days prior to the Final Approval Hearing.

13. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a result of a Participating Class Member's failure to timely cash a settlement check shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384, subd. (b).

14. An implementation schedule is below:

Event	Date
Defendants to provide the Administrator with the Class Data	Within 14 calendar days after entry of this Order
Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data from Defendants
Response Deadline for Class Members	Within 60 calendar days after the Administrator mails the Class Notice (extended by 14 calendar days for any re-mailed initial Class Notices)
Last Day to File a Motion for Final Approval of Class Action and PAGA Settlement	At least 16 court days before the Final Approval Hearing:
Final Approval Hearing	~~December 2, 2026~~May 3, 2027 at 1:30 p.m.

15. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed. The Court retains jurisdiction to enforce the Settlement pursuant to Code of Civil Procedure § 664.6.

16. The Court orders the Parties and the Administrator to carry out their duties and obligations in accordance with terms of the Settlement and this Order. ~~`~~The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to Class Members. ~~In the event that the Settlement does not receive final approval or the Effective Date of the Settlement does not occur for any reason, this Order, the Settlement, and the Settlement~~

~~Agreement shall be rendered null and void and shall be vacated. Further, neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant or the Released Parties (as defined in the Settlement Agreement) in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative action, and shall not be used as evidence of, or used against Defendant or the Released Parties as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, 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 in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant or the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant or the Released Parties of any liability, fault, wrongdoing, omission, concession or damage. The fact that the parties were willing to stipulate to Class certification for settlement purposes shall have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context, and the parties to the Settlement shall be deemed to have reverted to their respective status as of the date and time immediately before the execution of the Settlement Agreement.~~

~~17. If the Court grants Final Approval, each Participating Class Member and each of their respective successors, assigns, legatees, heirs, and personal representatives shall conclusively be deemed to have released the Released Class Claims (as defined in the Settlement Agreement), and each Class Member shall conclusively be deemed to have released the Released PAGA Claims (as defined in the Settlement Agreement), set forth in the Settlement Agreement and Class Notice against the Released Parties (as defined in the Settlement Agreement). Further, all Participating Class Members and their respective successors, assigns, legatees, heirs, and personal representatives shall be permanently enjoined and forever barred from asserting any Released Class Claims, and all Class Members shall be permanently enjoined and forever barred from asserting any Released PAGA Claims against the Released Parties.~~

/ / /

/ / /

IT IS SO ORDERED.

DATED: _____, 2026

_____
Hon. David A. Hoffer
Judge of the Superior Court

EXHIBIT 6