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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

BERNARDO VARGAS BARCENAS, on
behalf of himself, and all others similarly
situated,

Plaintiff,

vs.

ADVANTAGE MANAGEMENT, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 30-2023-01334908-CU-OE-CXC

CLASS ACTION

*[Assigned for all purposes to Hon. David
A. Hoffer, Dept. CX-103]*

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

Reservation No.: 74573784

Date: August 15, 2025
Time: 10:00 a.m.
Dept.: CX-103

Action Filed: July 3, 2023
Trial Date: None Set

1 The Motion of Plaintiff Bernardo Vargas Barcenas (“Plaintiff”) for Preliminary Approval
2 of Class Action and PAGA Action Settlement (the “Motion”) came on regularly for hearing
3 before this Court on August 15, 2025 at 10:00 a.m. This Court, having considered the proposed
4 Settlement Agreement (the “Settlement”) attached hereto as **Exhibit 1**; and having considered the
5 Motion, Memorandum of Points and Authorities in support thereof, and supporting declarations
6 filed therewith; and good cause appearing, HEREBY ORDERS AS FOLLOWS:

7 1. The Court GRANTS preliminary approval of the Settlement based on the terms as
8 set forth in the Settlement and finds the Settlement to be within the range of reasonableness of a
9 settlement that ultimately could be granted approval by the Court at a Final Approval Hearing.
10 The settlement appears to be fair, adequate, reasonable, and in the best interests of the Class.
11 Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the
12 result of arms-length negotiations conducted after the Parties adequately investigated and became
13 familiar with the strengths and weaknesses of the claims. The assistance of an experienced
14 mediator in the settlement process supports the Court’s conclusion that the Settlement is non-
15 collusive.

16 2. For settlement purposes only, the Court finds that the proposed Settlement Class
17 is ascertainable, and that there is a sufficiently well-defined community of interest among the
18 members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes
19 only, the Court grants conditional certification of the following Settlement Class:

20 All current and former non-exempt employees who worked for Defendant
21 Advantage Management, Inc. (“AMI”) in California at any time from July 3, 2019
 to September 24, 2024 (the “Class Period”).

22 3. Additionally, the PAGA settlement includes: “all current and former non-exempt
23 employees who worked for AMI in California at any time from July 3, 2022 to September 24,
24 2024 (the “PAGA Period”). Class members cannot opt-out of the PAGA settlement, and all Class
25 members included in the PAGA settlement will receive a payment from the PAGA Amount, as
26 detailed in the Settlement, if the Settlement is approved.

27 4. For purposes of the Settlement, the Court preliminarily appoints Plaintiff as the
28 Class Representative, and preliminarily appoints Abramson Labor Group as Class Counsel.

1 5. The Court preliminarily appoints Phoenix Settlement Administrators to act as the
2 third-party Settlement Administrator.

3 6. The Court approves the Class Notice, Notice of Estimated Settlement Award,
4 Request for Exclusion Form, and Objection Form, respectively, attached as **Exhibits A-D** to the
5 Settlement, (the “Notice Packet”).

6 7. The Court finds that the form of notice to the Settlement Class regarding the
7 pendency of the action and of the Settlement, and the methods of giving notice to members of the
8 Settlement Class, constitute the best notice practicable under the circumstances, and constitute
9 valid, due, and sufficient notice to all of the Settlement Class members. The form and method of
10 giving notice complies fully with the requirements of California Code of Civil Procedure section
11 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California
12 and United States Constitutions, and other applicable law.

13 8. The Court further approves of the procedures for Class Members to participate in
14 the Settlement, request exclusion from the Settlement, or object to the Settlement, as set forth in
15 the Settlement and the Class Notice. The Parties and the Settlement Administrator are ordered to
16 administer the Settlement in accordance with its terms.

17 9. The Court preliminarily approves the following payments from the non-
18 reversionary Gross Settlement Amount of \$107,500.00:

- 19 a. Up to \$35,833.33 to Class Counsel for attorneys’ fees (not to exceed 1/3 of the Gross
20 Settlement Amount);
- 21 b. Up to \$10,000.00 to Class Counsel for litigation costs (not to exceed);
- 22 c. Up to \$5,000.00 to Plaintiff for a Class Representative Service Award;
- 23 d. Up to \$5,750.00 to Phoenix Settlement Administrators for settlement administration;
- 24 e. \$10,000.00 for PAGA civil penalties per Labor Code §2699(i), 75% of such penalties,
25 or \$7,500.00, will be payable to the Labor & Workforce Development Agency
26 (“LWDA”), and the remaining 25%, or \$2,500.00, will be payable to Aggrieved
27 Employees.
28

1 10. The Court directs the Settlement Administrator to perform address verification
2 measures and mail the Class Notice by first class mail to Class Members no later than ten (10)
3 business days after it receives the “Class Data” as defined in the Settlement, and to otherwise
4 carry out the Settlement according to the terms of the Settlement and in conformity with this
5 Order. The Parties are also ordered to carry out the Settlement according to the terms of the
6 Settlement. The Settlement Administrator is directed to attach all disputes, objections, and opt-
7 outs it receives to its declaration of due diligence.

8 11. All Class Members who do not timely submit a Request for Exclusion Form shall
9 be bound by the Settlement.

10 12. Any Class Member who wishes to dispute the number of Workweeks he/she
11 worked during the Class Period and/or the number of Pay Periods worked during the PAGA
12 Period, as listed in their respective Class Notice, comment on or object to the Settlement, or who
13 elects to not to participate in the Settlement, has until sixty (60) days after the mailing of the Class
14 Notice to submit a dispute, Objection Form, or Request for Exclusion Form, pursuant to the
15 procedures set forth in the Class Notice. Alternatively, a Class Member may orally object at the
16 Final Approval Hearing, regardless of whether a written Objection Form was filed.

17 13. The Court approves the handling of unclaimed funds set forth in the Settlement,
18 specifically that any unclaimed funds in the Settlement Administrator’s account as a result of a
19 failure to timely cash a settlement check shall be issued to the California State Controller’s
20 Unclaimed Property Fund in the name of the Class Member, as set forth in the Settlement.

21 14. The Final Approval Hearing on the question of whether the Settlement should be
22 finally approved as fair, reasonable, and adequate is scheduled in Department CX-103 of this
23 Court, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701
24 on January 9, 2026 at 10:00 a.m.

25 15. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
26 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether
27 a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff’s
28 application for reasonable attorneys’ fees, reimbursement of litigation expenses, service payment

to Plaintiff, settlement administration costs, and payment to the Labor & Workforce Development Agency (“LWDA”) for penalties under the Labor Code Private Attorneys General Act (“PAGA”) should be granted.

16. 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 incentive award, payment to the LWDA, and settlement administration costs, prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

17. An implementation schedule is below:

Event	Date
AMI to provide Class Data to the Settlement Administrator no later than [10 Court days after preliminary approval]:	August 29, 2025
Settlement Administrator to mail Notice Packets to Settlement Class members no later than [10 business days after receiving Class Data]:	September 15, 2025
Deadline for Settlement Class members to request exclusion from, or object to, the Settlement [60 calendar days after mailing]:	November 14, 2025
Deadline for Plaintiff to file Motion for Final Approval of Class Action and PAGA Action Settlement:	December 16, 2025
Final Approval Hearing:	January 9, 2026 at 10:00 a.m.

18. 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.

19. The Court retains jurisdiction to enforce the Settlement pursuant to California Code of Civil Procedure section 664.6.

IT IS SO ORDERED.

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Dated: _____, 2025

Hon. David A. Hoffer
Judge of the Superior Court

EXHIBIT 1

CLASS ACTION AND REPRESENTATIVE PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and Representative PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Bernardo Vargas Barcenas (“Plaintiff”) and Defendant Advantage Management, Inc. (“AMI”). The Agreement refers to Plaintiff and AMI collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against AMI captioned *Bernardo Vargas Barcenas v. Advantage Management, Inc.*, Orange County Superior Court, Case Number 30-2023-01334908-CU-OE-CXC, filed on July 3, 2023.
- 1.2 “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all current and former non-exempt employees who worked for AMI in California during the PAGA Period.
- 1.5 “Class” means all current and former non-exempt employees who worked for AMI in California during the Class Period.
- 1.6 “Class Counsel” means Abramson Labor Group.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information and relevant data in AMI’s possession including: (i) the Class Member’s name, (ii) employment ID number, (iii) last-known mailing address and telephone number, (iv) number of workweeks worked for AMI in California during the Class Period; (v) number of pay periods worked for AMI during the PAGA Period; and (vi) Social Security number
- 1.9 “Class Member” or “Settlement Class Member” means all current and former non-exempt employees who worked for AMI in California during the Class Period.
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources,

methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from July 3, 2019, to September 24, 2024.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Orange.
- 1.16 “AMI” means named Defendant Advantage Management, Inc.
- 1.17 “Defense Counsel” means Atkinson, Andelson, Loya, Ruud & Romo.
- 1.18 “Effective Date” means the date by when both of the following have occurred:
 - (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$107,500 which is the total amount AMI agrees to pay under the Settlement, except as provided in the escalator clause, Paragraph 3.3 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

- 1.23 “Individual Class Payment” means the Participating Class Member’s *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Notice Packet” means the Class Notice and Notice of Estimated Settlement Award.
- 1.30 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for AMI for at least one day during the PAGA Period.
- 1.31 “PAGA Period” means the period from July 3, 2022, to September 24, 2024.
- 1.32 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33 “PAGA Notice” means Plaintiff’s July 3, 2023 letter to AMI and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500) and the 75% to LWDA (\$7,500) in settlement of PAGA claims.
- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means Bernardo Vargas Barcenas, the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

- 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means: AMI and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns subsidiaries, and affiliates.
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45 “Workweek” means any week during which a Class Member worked for AMI for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On July 3, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against AMI for 1) Meal Period Violations; 2) Rest Period Violations; 3) failure to Pay Overtime Wages; 4) Failure to Reimburse Business Expenses; 5) Wage Statement Violations; 6) Waiting Time Penalties; and 7) Unfair Competition. On September 7, 2023, Plaintiff filed a First Amended Complaint adding in a cause of action against AMI pursuant to PAGA. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). AMI denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to AMI and the LWDA by sending the PAGA Notice.
- 2.3 On July 9, 2024, the Parties participated in an all-day mediation presided over by mediator Phillip Cha, Esq., which led to this Agreement to settle the Action.

- 2.4 Prior to mediation Plaintiff obtained, through informal discovery, documents and information regarding the claims in this matter and the putative class members thereto. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").
- 2.5 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 3.3 below, AMI agrees to pay \$107,500 and no more as the Gross Settlement Amount. This is a non-reversionary settlement. AMI has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraphs 4.3 and 4.4 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 AMI.
- 3.2 Defendant AMI's Share of Payroll Taxes. AMI's share of payroll taxes on any wage portion of the Individual Class Payments to the Settlement Class shall be paid by AMI separately from, and in addition to, the Gross Settlement Amount. AMI's share of payroll taxes shall be deposited by AMI with the Settlement Administrator at the same time it deposits the Gross Settlement Amount.
- 3.3 Escalator Provision. As of the July 9, 2024 mediation, Defendant AMI estimated that Settlement Class members worked approximately 4,340 workweeks ("Workweeks") as non-exempt employees in California during the Class Period. If the actual number of Workweeks worked by Settlement Class members exceeds 4,340 by more than 10% (i.e., if the number of Workweeks worked by Settlement Class members exceeds 4,773), then either (a) the Gross Settlement Amount will increase by the same percentage above 10% by which the actual number of Workweeks exceeds 4,340 (e.g., if the actual number of Workweeks is 12% greater than 4,340, then the GSA will increase by 2%) or (b) cut off the Class Period as of the date the 4,773 Workweek threshold is reached.
- 3.4 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount ("GSA"), in the amounts specified by the Court in the Final Approval Order:
- 3.4.1 Class Representative Service Payment. A Class Representative Service Payment to the Plaintiff of not more than \$5,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). AMI

will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.4.2 Class Counsel Attorneys' Fees and Litigation Expenses. A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$35,833.33, and a Class Counsel Litigation Expenses Payment of not more than \$10,000.00. AMI will not oppose requests for these payments provided that do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds AMI harmless, and indemnifies AMI, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.4.3 Settlement Administration. An Administrator Expenses Payment not to exceed \$5,750.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$5,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.4.4 PAGA Civil Penalties. The Parties have set aside \$10,000 of the GSA as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$7,500, will be payable to the LWDA, and the remaining 25%, or \$2,500, will be payable to Aggrieved Employees as the "PAGA Amount" as discussed below.

3.5 Individual Class Payments. The Settlement Administrator will deduct from the Gross Settlement Amount the Court-approved amounts for Class Counsel's attorneys' fees and litigation costs, Plaintiff's Class Representative Service Payment, the Settlement Administrator's administration costs, and PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount" or "NSA." Individual Class Payments will be the total of each Participating Class member's Individual Class Payment from the NSA.

- 3.5.1 Individual Class Payment Calculations. The NSA will be distributed to all Participating Class Members based on each Participating Class Member's proportionate number of Workweeks worked for Defendant as a non-exempt employee in California during the Class Period. The Settlement Administrator will calculate each Participating Class Member's payment from the NSA by multiplying the NSA by a fraction, the numerator of which is the Participating Class Member's number of Workweeks, and the denominator of which is the total Workweeks worked by all Participating Class Members during the Class Period.
- 3.6 Individual PAGA Payment Calculations. In addition to the NSA, 25% of the amount set aside as PAGA civil penalties (*i.e.*, \$2,500.00) has been set aside as the "PAGA Amount" as discussed above. The PAGA Amount shall be paid to all Aggrieved Employees (regardless of whether they opt-out of the Class Action Settlement) who were employed by AMI at any time during the PAGA Period, based on their proportional number of pay periods they were employed by AMI during the PAGA Period ("PAGA Pay Periods"). Specifically, each Aggrieved Employees' payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member's number of PAGA Pay Periods, and the denominator of which is the total PAGA Pay Periods of all Settlement Class members.
- 3.7 Taxes. For purposes of calculating applicable taxes and withholdings for payments, each Settlement Award shall be allocated as follows: for amounts paid from the PAGA Amount, 100% penalties; for amounts paid from the Net Settlement Amount, 20% wages and 80% interest and penalties. The Settlement Administrator shall issue to Settlement Class members an IRS Form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated as penalties and interest. As stated above, AMI is responsible for the employer's share of the payroll taxes on the wage portion of the Individual Class Payments, and these taxes will not be deducted from the Gross Settlement Amount. Notwithstanding the treatment of the payments to each Participating Class member above, none of the payments called for by this Settlement are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable bonus, benefit, or retirement plan, unless required by such plans.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, AMI estimates there are 65 Class Members who collectively worked a total of 4,532 Workweeks, and 34 Aggrieved Employees who worked a total of 959 PAGA Pay Periods.
- 4.2 Class Data. Not later than ten (10) court days after the Court grants Preliminary Approval of the Settlement, AMI will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other

purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. AMI has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which AMI must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3 Funding of Gross Settlement Amount. AMI shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay AMI's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4 Payments to Participating Class Members, Aggrieved Employees, Class Counsel, Settlement Administrator and Plaintiff. Within seven (7) business days after AMI funds the Gross Settlement Amount, and deposits the employer's share of payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Individual Class Payments and Individual PAGA Payments, and provide its calculations to Class Counsel and Defense counsel for review and approval. Within five (5) business days of (i) receipt of the Gross Settlement Amount and employer's share of payroll taxes and (ii) receiving approval of its calculations by Class Counsel and Defense Counsel, the Settlement Administrator will prepare and mail Individual Class Payments (less applicable taxes and withholdings) and Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Attorneys' Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. Neither Plaintiff nor Defendant AMI, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees (whether or not they opt out of the Class Action Settlement). The Administrator may send a single check combining the Individual Class Payment and the Individual PAGA

Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the USPS's NCOA Database.

- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3 Any funds associated with an Individual Class Payment check and/or Individual PAGA Payment check that is uncashed and cancelled after the void date, shall be deposited by the Settlement Administrator with the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate AMI to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when AMI fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 **Plaintiff's Release.** Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint including but not limited to failure to pay wages including minimum wages and overtime, failure to provide meal and rest periods, failure to reimburse business expenses, failure to provide wage statements, waiting time penalties, and other associated penalties, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,

nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 Release by Participating Class Members. 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 that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. Except as set forth in this Agreement, 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.

5.3 Release by Aggrieved Employees. All Aggrieved Employees (whether or not they opt out from the Class Settlement) 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 PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

6. **MOTION FOR PRELIMINARY APPROVAL.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff will draft his Motion for Preliminary Approval and provide Defendant an opportunity to review the Motion at least 3 Court days prior to filing the Motion for Preliminary Approval. Plaintiff's Motion for Preliminary Approval shall apply to the Court for the entry of an Order:

6.1 Conditionally certifying the Settlement Class for purposes of this Settlement;

6.2 Appointing Abramson Labor Group as Class Counsel;

6.3 Appoint Plaintiff as "Class Representative" for the Settlement Class;

6.4 Appointing Phoenix Settlement Administrators as the Settlement Administrator;

6.5 Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, adequate

6.6 Approving the form and content of the Notice Packet (attached hereto as Exhibits A-D, respectively), and directing the mailing of same in English and Spanish; and

6.7 Scheduling a Final Approval hearing.

7. SETTLEMENT ADMINISTRATION.

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

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

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

7.4 Notice to Class Members.

7.4.1 Within ten (10) business days after receiving the Class Data, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the United States Postal Service’s (“USPS”) National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the addresses of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Payments for each Settlement Class member, and provide Class Counsel and Defense Counsel with its calculations for their approval; (iv) provide Class Counsel and Defense Counsel with formatted versions of the Notice Packets to be sent to Settlement Class members; (v) after receiving approval from all counsel, the Settlement Administrator shall mail a Notice Packet in English and Spanish to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

7.4.2 Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within three (3) business days of

receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member within two (2) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned to the Settlement Administrator as undeliverable shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion, Objection, or dispute, as applicable. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the Settlement.

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

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. The Request for Exclusion is a document prepared by the Settlement Class member that must: (1) contain the Settlement Class member's name, address, and telephone number; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who excludes himself or herself from the Settlement Class will not be entitled to any recovery under this Settlement (except for any share from the PAGA Amount, if applicable), will not be bound by the terms of the Settlement (except for release of the PAGA

Released Claims, if applicable), and will not have any right to object, appeal, or comment thereon. The Settlement Administrator will provide the Parties with weekly updates regarding the number of Requests for Exclusion received.

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

7.5.3 Aggrieved Employees (whether or not they opt out of the Class Action Settlement) shall receive an Individual PAGA Payment. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and will receive an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Notice Packet mailed to Settlement Class members shall contain a Notice of Estimated Settlement Award, in which shall be disclosed the amount of the Settlement Class member's estimated Settlement Award as well as all of the information from Defendant's records used to calculate the Settlement Award, including the number of Workweeks worked, and the number of PAGA Pay Periods (if any) worked. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in their Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with counsel for the Parties to determine whether an adjustment to the Settlement Class member's Settlement Award is warranted. The Settlement Administrator shall determine the eligibility for, and amounts of, any Settlement Award under this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.

7.7 Objections to Settlement. Participating Class Members may object to the Settlement either by mailing a written objection to the Settlement Administrator, and/or by appearing at the Final Approval hearing and objecting verbally. The Settlement Administrator shall, within two (2) business days of receipt, serve any written objection(s) as received on Class Counsel and Defense Counsel, and Class Counsel shall then file all such objections with the Court. Defense Counsel and Class Counsel shall file and serve any responses to written objections no later than five (5) calendar days prior to the Final Approval hearing. To be valid, any written objection must: (1) contain the objecting Participating Class Member's full name, current address, telephone number, and e-mail address, as well as contact information for any attorney representing the objecting Participating Class Member for purposes of the objection;

(2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than the Response Deadline. Absent good cause found by the Court, a Participating Class Member who wishes to submit a written objection but who fails to comply with the procedures set forth herein for written objections shall be deemed not to have submitted a written objection. Any objecting Participating Class Member who intends to appear at the Final Approval hearing, and any attorney who intends to represent an objecting Participating Class Member at the Final Approval hearing, must submit a Notice of Appearance to the Court and serve it on all Parties on or before the Response Deadline. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to object to the Settlement.

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

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

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

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

Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **AMI'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, AMI may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if AMI withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, AMI will remain responsible for paying all Settlement Administration Expenses incurred to that point. AMI must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
9. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment

(collectively “Motion for Final Approval”). Plaintiff shall provide draft of the Motion for Final Approval and Proposed Judgment to Defense Counsel not later than three court days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3 Continuing Jurisdiction of the Court. Except as otherwise specifically provided for herein, the Court shall retain jurisdiction to construe, interpret and enforce this Settlement, to supervise all notices, the administration of the Settlement, and to hear and adjudicate any dispute arising from or related to the Settlement. The Parties agree that the Court has jurisdiction over the Settlement pursuant to California Code of Civil Procedure, Section 664.6 and California Rule of Court 3.769.
- 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court’s concerns and to obtain Final Approval and entry of Judgment,

sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

11. **ADDITIONAL PROVISIONS.**

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

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

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

Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and AMI, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, AMI nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by AMI in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from AMI unless, prior to the Court's discharge of the Administrator's obligation, AMI makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

ABRAMSON LABOR GROUP
Neil M. Larsen
neil@abramsonlabor.com
1700 W Burbank Blvd.
Burbank, California 91506
Telephone: (213)723-2522

To AMI:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
A Professional Law Corporation
Joshua D. Carlon
251 South Lake Avenue, Suite 360
Pasadena, California 91101-4869
Telephone: (626) 583-8600

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

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

AGREED TO AND APPROVED BY:

DATED: 2/12/2025

ADVANTAGE MANAGEMENT, INC.

By: 
Deanin Panchetti, CEO (Feb 11, 2025 19:11 PST)

Its: CEO

DATED: 02/01/2025

BERNARDO VARGAS BARCENAS


Bernardo Vargas Barcenas (Jan 2, 2025 10:08 PST)
Plaintiff and Class Representative

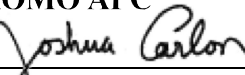
APPROVED AS TO FORM:

DATED: January 2, 2025

ABRAMSON LABOR GROUP

By: 
Neil M. Larsen
Attorneys for Plaintiff

DATED: January 2, 2025

**ATKINSON, ANDELSON, LOYA, RUDD
& ROMO APC**
By: 
Joshua D. Carlon
Attorneys for Defendant

1 **AMENDMENT TO THE CLASS ACTION AND PAGA ACTION SETTLEMENT**

2 **AGREEMENT**

3 This amendment to the Class Action and PAGA Action Settlement Agreement changes,
4 alters, and/or modifies the Class Action and PAGA Settlement Agreement (“Agreement”) entered
5 into by the Parties on or around February 12, 2025, pursuant to Paragraphs 11.9 of the Agreement,
6 which allows the Parties’ representatives to make certain modifications. The alterations and/or
7 modifications contained herein supersede terms in the Agreement that may conflict with such
8 alterations and/or modifications. To the extent that the changes, alterations, and/or modifications
9 contained herein do not conflict with the terms of the Agreement, such terms remain in full force
10 and effect. Each of the numbered paragraphs below corresponds with the same-number paragraph
11 in the Agreement and fully replaces the corresponding paragraph of the Agreement.

12 **7.5 Requests for Exclusion (Opt-Outs).**

13 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
14 Settlement must send the Administrator, by fax, email, or mail, a signed
15 and completed written Request for Exclusion Form not later than the
16 Response Deadline (60 days after the Administrator mails the Class Notice,
17 plus an additional 14 days for Class Members whose Class Notice is re-
18 mailed). A Request for Exclusion Form is a document from a Class
19 Member or his/her representative that reasonably communicates the Class
20 Member’s election to be excluded from the Settlement and includes the
21 Class Member’s name, address and email address or telephone number. To
22 be valid, a Request for Exclusion must be timely faxed, emailed, or
23 postmarked by the Response Deadline. Any Settlement Class member who
24 excludes himself or herself from the Settlement Class will not be entitled
25 to any recovery under this Settlement (except for any share from the PAGA
26 Amount, if applicable), will not be bound by the terms of the Settlement
27 (except for release of the PAGA Released Claims, if applicable), and will
28 not have the right to object, appeal, or comment thereon. The Settlement
Administrator will provide the Parties with weekly updates regarding the
number of Requests for Exclusion Forms received.

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

1 7.5.3 Aggrieved Employees (whether or not they opt-out of the Class Action
2 Settlement) shall receive an Individual PAGA Payment. Because future
3 PAGA claims are subject to claim preclusion upon entry of the Judgment,
4 Aggrieved Employees are deemed to release the claims identified in
Paragraph 5.3 of this Agreement and will receive an Individual PAGA
Payment.

5 **7.6 Challenges to Calculation of Workweeks.**

6 Each Notice Packet mailed to Settlement Class members shall contain a Notice of
7 Estimated Settlement Award, in which shall be disclosed the amount of the
8 Settlement Class member's estimated Settlement Award as well as all of the
9 information from Defendant's records used to calculate the Settlement Award,
10 including the number of Workweeks worked, and the number of PAGA Pay
11 Periods (if any) worked. Settlement Class members will have the opportunity,
12 should they disagree with Defendant's records regarding the information stated in
13 their Notice of Estimated Settlement Award, to provide documentation and/or an
14 explanation to show contrary information. Any such dispute, including any
15 supporting documentation, must be mailed to the Settlement Administrator and
16 postmarked by the Response Deadline. If there is a dispute, the Settlement
17 Administrator will consult with counsel for the Parties to determine whether an
adjustment to the Settlement Class member's Settlement Award is warranted. The
Parties shall file with the Court all disputes submitted by Settlement Class
Members, the evidence submitted, and the resolution of the disputes. Although the
Settlement Administrator may make the initial decision regarding claim disputes,
the Court may review any decision made by the Settlement Administrator
regarding a claim dispute.

18 **7.7 Objections to Settlement.**

19 Settlement Class Members who do not request exclusion may either object to the
20 Settlement either by mailing a written Objection Form to the Settlement
21 Administrator, and/or by appearing at the Final Approval Hearing and objecting
22 orally. **Any objecting Settlement Class Member may appear at the Final
Approval Hearing irrespective of whether the Settlement Class submitted a
written Objection Form in advance.**

23 The Settlement Administrator shall, within two (2) business days of receipt of an
24 Objection Form, serve any written objection(s) as received on Class Counsel and
25 Defense Counsel, and Class Counsel shall then file all such objections with the
26 Court. Defense Counsel and Class Counsel shall file and serve any responses to
27 written objections no later than five (5) calendar days prior to the Final Approval
hearing.

28 To be valid, any written Objection Form must contain the objecting Settlement
Class Member's full name, current address, telephone number, and must be sent

1 to the Administrator, by fax, email, or postmarked if being delivered by mail
2 not later than the Response Deadline. Absent good cause found by the Court, a
3 Settlement Class Member who wishes to submit a written Objection Form, but
4 who fails to comply with the procedures set forth herein for written objections
5 shall be deemed not to have submitted a written objection. Any objecting
6 Settlement Class Member may appear at the Final Approval Hearing irrespective
7 of whether the Settlement Class submitted a written Objection Form in advance.
8 The Parties and their counsel agree not to take any action to encourage any
9 Settlement Class member to object to the Settlement.

10 **AGREED TO AND APPROVED BY:**

11 **CLASS COUNSEL:**

12 Dated: March 31, 2025

13 **ABRAMSON LABOR GROUP**

14 
15 _____
16 Neil Larsen
17 Attorneys for Plaintiffs

18 **DEFENDANT'S COUNSEL:**

19 Dated: April 25, 2025

20 **ATKINSON, ANDELSON, LOYA, RUDD & ROMO**
21 **APC**

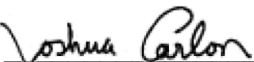
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23 _____
24 Joshua D. Carlon
25 Attorneys for Defendant

EXHIBIT A

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

Bernardo Vargas Barcenas v, Advantage Management, Inc., Orange County Superior Court Case
Number 30-2023-01334908-CU-OE-CXC

***The Superior Court for the State of California authorized this Notice. Read it carefully.
It is 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 and PAGA Action lawsuit (“Action”) against Advantage Management, Inc. (“Defendant” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Bernardo Vargas Barcenas (“Plaintiff”), and seeks: (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for Defendant during the Class Period (July 3, 2019 to September 24, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period (July 3, 2022 to September 24, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount 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 any pay periods during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or more pay periods during the PAGA Period, you can submit a challenge to the Administrator by <<Response Deadline>>. 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 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you are included under the Settlement and may take the following actions:

- (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 against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a completed written Request for Exclusion Form (enclosed with this Notice) to the Administrator by fax, email or mail by <<Response Deadline>>. 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 Defendant, 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.

Defendant 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 Do Not 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 Defendant 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 do not 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 Form. 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. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released 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, either by submitting a written Objection Form by <<Response deadline>>, or appearing at the Final Approval hearing and objecting orally. 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 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, irrespective of whether a written Objection Form was submitted. 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 Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and the number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<Response Deadline>>. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, failing to timely pay wages due upon termination, failing to reimburse business expenses, failing to provide meal periods, failing to authorize and permit rest breaks, 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: Abramson Labor Group (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an 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 Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Agreement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations at all or concede the merit of any of the claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has 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. Defendant Will Pay \$107,500.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement 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, Defendant will fund the Gross Settlement not more than 14 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 Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$35,833.33 (33 and 1/3% of the Gross Settlement to Class Counsel for attorneys’ fees and up to \$10,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$5,750.00 to the Administrator for services administering the Settlement.

- D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period 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 (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 Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties. (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant 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 Defendant 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). 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 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, by submitting a Request for Exclusion Form by fax, email, or by mail not later than <<Response Deadline>>. 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 Defendant.

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 Defendant 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion Forms, Objection Forms, and Workweeks/Pay Period Challenges. The Administrator will attempt to resolve Challenges over Workweeks/Pay Periods, 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. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), 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 Defendant 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 that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including but not limited to failure to pay wages including failure to pay overtime wages, failure to provide meal and rest periods, failure to reimburse business expenses, failure to provide wage statements, waiting time penalties, and other associated penalties.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, 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 Defendant or its 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 Non-Participating Class Members who are 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 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, including failure to pay overtime wages, failure to provide meal and rest periods, failure to reimburse business expenses, failure to provide wage statements, and waiting time penalties, during the PAGA Period. Aggrieved Employees only release these claims for the duration of the PAGA Period.

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 \$2,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/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 Defendant's records, are stated in the first page of this Notice. You have until <<Response Deadline>> to challenge the number of Workweeks and/or 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.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's 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 Participating Class Members) and Defendant's Counsel. While the Parties will attempt to resolve any such dispute, the Court will ultimately decide any unresolved dispute.

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 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?

If you wish to exclude yourself from the Class Action portion of the settlement, you must submit a completed written Request for Exclusion Form (enclosed with this Notice) by fax, email, or mail, to the Administrator by <<Response Deadline>>. The Administrator will exclude from the Class Action settlement if you submit a completed written Request for Exclusion Form by <<Response Deadline>>. Be sure to personally sign your Request for Exclusion Form, You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your Request for Exclusion Form by <<Response Deadline>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

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 Defendant are asking the Court to approve. At least 16 days before the _____ 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 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a 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 _____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Settlement Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and/or Class Representative Service Payment may wish to object, for example, that the proposed Settlement Agreement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. If you wish to object to the Settlement Agreement, or any portion of it, you may either submit a completed written Objection Form (enclosed with this Notice) to the Administrator by fax, email, or mail by <<Response Deadline>>. In the written Objection Form, be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. In the Objection Form, make sure to include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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. **For clarity, any objecting Class Member may appear and object orally at the Final Approval hearing irrespective of whether the Class Member submitted a written objection in advance.**

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on _____ at _____ (time) in Department CX105 of the Orange County 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 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. 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 _____ 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 Defendant 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 _____ (url). 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.occourts.org/online-services/case-access> and entering the Case Number for the Action, 30-2023-01334908-CU-OE-CXC.

The settlement administrator will post all key documents on its website, including the operative complaint, the PAGA notice letter(s) to the LWDA, the settlement agreement and any amendments thereto, the class notice and any included forms, the orders granting preliminary and final approval, and the judgment. The judgment will be posted to the settlement administrator's website for at least 180 days. The settlement administrator's website is located at << SETTLEMENT ADMINISTRATOR'S URL >>. As an alternative, Class Members may also review the case documents and docket on the Court's website, located at: <https://www.occourts.org/online-services/case-access>.

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

Class Counsel:

Neil M. Larsen

ABRAMSON LABOR GROUP

1700 W Burbank Blvd

Burbank, CA 91506

(213) 755-2109

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

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_forinstructions 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 B

NOTICE OF ESTIMATED SETTLEMENT AWARD

BERNARDO VARGAS BARCENAS v. ADVANTAGE MANAGEMENT, INC.
ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2023-01334908-CU-OE-CXC

Please complete, sign, and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

Phone number (if you wish to be contacted by phone)

(III) Information Used to Calculate Your Estimated Settlement Award:

According to Defendant's records:

- (a) you were employed for [REDACTED] workweeks by Defendant as a non-exempt employee in California between July 3, 2019 and September 24, 2024; and
- (b) you were employed for [REDACTED] pay periods by Defendant as a non-exempt employee in California between July 3, 2022 and September 24, 2024.

Based on the above, your Settlement Award is estimated at \$ [REDACTED].

(IV) If you disagree with any of the items (a) - (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, the Parties and the Settlement Administrator will attempt to resolve the dispute as described in the "Notice of Class Action Settlement" that accompanies this Form. While the Parties will attempt to resolve any such dispute, the Court will ultimately decide any unresolved dispute.

Date: _____

Signature: _____

ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

EXHIBIT C

REQUEST FOR EXCLUSION FORM

BERNARDO VARGAS BARCENAS v. ADVANTAGE MANAGEMENT, INC.
ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2023-01334908-CU-OE-CXC

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN, AND MAIL OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>, ADDRESSED AS FOLLOWS:

<<INSERT SETTLEMENT ADMINISTRATOR NAME>>
Bernardo Vargas Barcenas v. Advantage Management, Inc.
SETTLEMENT ADMINISTRATOR
<<ADDRESS>>
<<PHONE>>
<<FAX>>

DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I do not want to be included in the Settlement of the lawsuit entitled *Bernardo Vargas Barcenas v. Advantage Management, Inc.*, Orange County Superior Court, Case No. 30-2023-01334908-CU-OE-CXC.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *BERNARDO VARGAS BARCENAS v. ADVANTAGE MANAGEMENT, INC.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, CLASS MEMBERS WHO WERE EMPLOYED AT ANY TIME FROM JULY 3, 2022 THROUGH SEPTEMBER 24, 2024 WILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 ("PAGA") AS DESCRIBED IN THE ACCOMPANYING NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT.

Name

Signature

Address

Telephone Number

Date

EXHIBIT D

OBJECTION FORM

BERNARDO VARGAS BARCENAS v. ADVANTAGE MANAGEMENT, INC
ORANGE COUNTY SUPERIOR COURT CASE NO. 30-2023-01334908-CU-OE-CXC

All objections must be mailed or delivered directly to the Settlement Administrator, <<SETTLEMENT ADMINISTRATOR>>, at <<ADMINISTRATOR CONTACT INFORMATION>>, on or before <<RESPONSE DEADLINE>>. All objections must be postmarked or delivered on or before <<RESPONSE DEADLINE>>.

Objecting Class Member Information:

Name

Signature

Address

Telephone Number

Date

Describe the nature and basis of each objection and please attach additional pages if necessary:
