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individually, on behalf of all others similarly situated

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AMAROK LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

AARON ALVAREZ and MICHAEL
ARMOUR, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

AMAROK LLC, a Delaware limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 24CV008395

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

1
2 This Class Action and PAGA Settlement Agreement is entered into between AMAROK LLC,
3 and Plaintiffs AARON ALVAREZ and MICHAEL ARMOUR, individually, and on behalf of all
4 other similarly situated and as representatives of the State of California.

5 **ARTICLE I**

6 **DEFINITIONS**

7 a. Action. “Action” collectively means the class action lawsuit entitled *Aaron Alvarez*
8 *and Michael Armour et al. v. Amarok LLC*, Case No. 24CV008395, County of Sacramento filed on
9 April 30, 2024 (“Class Action”), and the Private Attorneys General Act representative action entitled
10 *Aaron Alvarez and Michael Armour v. Amarok LLC*, Case No. 24CV013383, County of Sacramento,
11 filed on July 5, 2024 (“PAGA Action”). Final Approval of this Class and PAGA Settlement
12 Agreement will be sought in the Class Action but will resolve claims asserted in both actions.

13 b. Agreement. “Agreement” shall refer to the instant Class Action and PAGA
14 Settlement Agreement.

15 c. Attorneys’ Fees. “Attorneys’ Fees” refers to the amount to be awarded to Class
16 Counsel for the work it has performed in furtherance of the Action, which, pending Court approval,
17 shall not exceed 1/3 of the Gross Settlement Amount, which is currently \$33,333.33.

18 d. Attorneys’ Costs. “Attorneys’ Costs” refers to the amount to be reimbursed for Class
19 Counsel’s litigation costs and expenses, which, pending Court approval, shall not exceed Fifteen
20 Thousand Dollars (\$15,000.00).

21 e. Class Counsel. “Class Counsel” shall mean John G. Yslas, Samantha A. Smith,
22 Eugene Zinovyev and John Brown of Wilshire Law Firm.

23 f. Class Members and the Class. “Class” or “Class Members” (individually, “Class
24 Member”) are current and former non-exempt employees of Defendant employed in California
25 during the Class Period.

26 g. Class Notice. “Class Notice” means the Notice of Class Action and PAGA Settlement
27 mutually agreed upon by the Parties and approved by the Court to be sent to the Class Members and
28 PAGA Members following preliminary approval that includes the scope of release language for

1 Settled Claims and Settled PAGA Claims, notifies Class Members and PAGA Members of the
2 Settlement, explains the Class Members' options, including how Class Members may opt out or
3 object to the Settlement, and explains the facts and methods based on which the Class Members' and
4 PAGA Members' estimated settlement payments are calculated, substantially in the form attached
5 hereto as **Exhibit A**.

6 h. **Class List**. "Class List" means a data file based on Defendant's business records that
7 identifies each Class Member's name, last known home or mailing address, Social Security number
8 or, as applicable, other taxpayer identification number, dates of employment, and the number of
9 Qualifying Workweeks and, if applicable, Qualifying PAGA Workweeks worked during the Class
10 Period.

11 i. **Class Period**. "Class Period" means April 30, 2020, through the date of the
12 Preliminary Approval Order.

13 j. **Class Settlement**. "Class Settlement" refers to the settlement and resolution of the
14 Settled Class Claims.

15 k. **Complaint**. "Complaint" refers to the operative complaint in each respective Action.

16 l. **Court**. "Court" refers to the Superior Court of California, Sacramento County, or
17 other court, that will approve the Agreement.

18 m. **Day**. "Day" or "days" refers to a calendar day(s) unless otherwise stated. If any
19 designated date or deadline falls on a weekend or holiday, the designated date or deadline will occur
20 on the next business day.

21 n. **Date of Finality**. "Date of Finality" means the first business day following the last of
22 the following occurrences: (i) sixty (60) calendar days following the date the Court enters the Final
23 Approval Order and Judgment; or (ii) if an appeal is taken from the Final Approval Order and
24 Judgment, then the date of final resolution of that appeal (including any requests for rehearing and/or
25 petitions for *certiorari*, resulting in final and complete judicial approval of the Settlement in its
26 entirety, with no further challenge to the Settlement being possible.

27 ///

28 ///

o. Defendant. “Defendant” means Amarok LLC.

p. Defense Counsel. “Defense Counsel” shall mean Karin M. Cogbill and Veena Bhatia of Jackson Lewis, and/or any successor(s) thereof.

q. Final Approval Order and Judgment. “Final Approval Order and Judgment” means the order and judgment entered and filed by the Court, that: (1) ultimately approves this Agreement; (2) awards and orders the payment of all required amounts pursuant to the terms of this Agreement, and (3) enters judgment in the Class Action pursuant to California Rules of Court, 3.769, *et seq.*, and dismissal of the PAGA Action. The Final Approval Order and Judgment will constitute a binding and final resolution, have full *res judicata* effect, and discharge Defendant and Released Parties from liability during the Class Period for any and all claims by Named Plaintiffs, all Settlement Class Members as to all Settled Claims, and the State of California and PAGA Members as to all Settled PAGA Claims as set forth in this Agreement.

r. Final Approval Hearing. “Final Approval Hearing” means the hearing at which the Court shall consider the Motion for Final Approval and determine whether to fully and finally approve the fairness and reasonableness of this Agreement, and enter the Final Approval Order and Judgment.

s. Last Known Address. “Last Known Address” means the most recently recorded mailing address for a Class Member and/or PAGA Member contained in Defendant’s payroll records.

t. Gross Settlement Amount. “Gross Settlement Amount” means a total payment of One Hundred Thousand Dollars and Zero Cents (\$100,000.00), payable by Defendant under this Agreement. The Gross Settlement Amount includes all Attorneys’ Fees, Attorney’s Costs, Settlement Administration Costs, Incentive Awards to the Named Plaintiffs, the PAGA Allocation, and the Net Settlement Amount. With the exception of the employer share of payroll taxes on the wage portion of any individual settlement payments, in no event shall Defendant be required to pay any amounts above the Gross Settlement Amount to effectuate this Agreement. The Settlement Administrator will withhold the employees’ and employer’s share of taxes on settlement payments, as provided below, and Class Members and PAGA Members shall remain responsible for paying any

additional taxes due on any payments they are issued under the settlement. There will be no reversion of the Gross Settlement Amount to Defendant.

u. Incentive Award(s). “Incentive Awards” refers to an individual payment, approved by the Court, not to exceed Five Thousand Dollars (\$5,000.00) to each Aaron Alvarez and Michael Armour in addition to Plaintiffs’ Individual Settlement Payment. Plaintiff Armour shall be required to execute a general release and 1542 waiver.

v. LWDA. “LWDA” means The State of California Labor and Workforce Development Agency.

w. Motion for Final Approval. “Motion for Final Approval” means the Named Plaintiffs’ submission of a written motion, including any evidence as may be required for the Court to conduct an inquiry into the fairness of the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and to enter a Final Order in the Action.

x. Motion for Preliminary Approval. “Motion for Preliminary Approval” means the Named Plaintiffs’ submission of a written motion, including any evidence as may be required for the Court to grant preliminary approval of the Agreement as required by Rule 3.769 of the California Rules of Court.

y. Named Plaintiffs. “Named Plaintiffs” means Aaron Alvarez and Michael Armour.

z. Net Settlement Amount. “Net Settlement Amount” means the amount available for distribution to Settlement Class Members, which is the Gross Settlement Amount, less all Attorneys’ Fees, Attorneys’ Costs, Settlement Administration Costs, Incentive Award to the Named Plaintiffs, and the PAGA Allocation. Each Settlement Class Member will be entitled to a *pro rata* share of the Net Settlement Amount (referred to as “Individual Settlement Payment(s)”) based on the number of Workweeks credited to each Settlement Class Member during the Class Period. The wage portion of the Individual Settlement Payment shall be subject to standard deductions and withholdings.

aa. Objection. “Objection” means an objection to the Class Settlement that a Settlement Class Member submits in writing to the Settlement Administrator. Each “Objection” must (1) contain the full name, address, and telephone number of the Settlement Class Member objecting and the case name and number of the Class Action; (2) be signed by the Settlement Class Member; (3) be

1 postmarked or fax stamped on or before the Response Deadline (as defined below) and returned to
2 the Settlement Administrator at the specified address or fax number; and (4) give the legal and factual
3 basis for objection to the Class Settlement.

4 bb. Opt Out Request. “Opt Out Request” means a request by a Class Member to be
5 excluded from the Class Settlement. Each “Opt Out Request” must (1) contain the full name, address,
6 and telephone number of the Class Member requesting exclusion from the Class Settlement and the
7 case name and number of the Class Action; (2) be signed by the Class Member; (3) be postmarked
8 or fax stamped on or before the Response Deadline and returned to the Settlement Administrator at
9 the specified address or fax number; and (4) contain a statement similar to:

10 “I WISH TO BE EXCLUDED FROM THE SETTLEMENT OF CLASS
11 CLAIMS IN THE ALVAREZ ET AL. V. AMAROK LLC CLASS
12 ACTION LAWSUIT, AND UNDERSTAND THAT IF I ASK TO BE
13 EXCLUDED, I WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT
14 PAYMENT. I UNDERSTAND THAT, NEVERTHELESS, SETTLED
15 PAGA CLAIMS WILL BE RELEASED AND SETTLED.”

16 cc. PAGA. “PAGA” means the California Private Attorneys General Act of 2004, which
17 is codified in California Labor Code §§ 2698 *et seq.*

18 dd. PAGA Allocation. “PAGA Allocation” refers to the amount of Ten Thousand Dollars
19 (\$10,000.00) which is allocated to the settlement of the Settled PAGA Claims, which will be
20 distributed 75% to the LWDA (“LWDA Payment”) and 25% to PAGA Members (“Net PAGA
21 Distribution Amount”), on a *pro rata* basis (“Individual PAGA Payment(s)” refer to PAGA
22 Members’ *pro rata* share of 25% of the PAGA Allocation).

23 ee. PAGA Members. “PAGA Members” or “Aggrieved Employees” means all current
24 and former non-exempt employees of Defendant employed in the State of California during the
25 PAGA Period.

26 ff. PAGA Period. “PAGA Period” means the period from April 30, 2023 through the
27 date of the Preliminary Approval Order.

1 gg. PAGA Settlement. “PAGA Settlement” refers to the settlement and resolution of the
2 Settled PAGA Claims.

3 hh. Parties. “Parties” shall mean Named Plaintiffs and Defendant. Pay Period. “Pay
4 Period” shall mean any two-week pay period in which a PAGA Member performed work for
5 Defendant at least one day. The Parties agree that, for purposes of determining a PAGA Member’s
6 Pay Periods under this Agreement, Pay Periods may be calculated as the number of days between a
7 Class Member’s hire date(s) (or the start of the applicable PAGA Period) and termination date(s) (or
8 the date of approval of the Settlement Agreement in the absence of a subsequent termination date)
9 based on a 360-day year (using Microsoft Excel’s DAYS360 or similar function which returns the
10 number of days between two dates) and dividing the result by 14 and then rounding that number up
11 to the nearest whole number.

12 ii. Preliminary Approval Order. “Preliminary Approval Order” is the order entered and
13 filed by the Court that preliminarily approves the terms and conditions of this Agreement, including
14 approval of the Parties’ Agreement that specifies the content of notice and manner in which notice
15 will be provided to the Class and responded to by the Class.

16 jj. Released Parties. “Released Parties” means Amarok LLC, and each of its current and
17 former shareholders, board members, directors, officers, employees, managers, independent
18 contractors, members, investors, insurers, parent companies, subsidiaries, affiliates, and counsel.

19 kk. Response Deadline. The “Response Deadline” means the day that is forty-five (45)
20 days after the date the Class Notice is mailed to Class Members via First-Class U.S. Mail and is the
21 deadline to submit an Opt Out Request (as defined herein), Objection (as defined herein), and/or
22 Workweeks Dispute (as defined below). Any Class Members that have their notices re-mailed shall
23 have an additional five (5) days to respond.

24 ll. Settlement. “Settlement” shall refer to the agreement of the Parties to settle the claims
25 as set forth and embodied in this Agreement.

26 mm. Settlement Administrator. “Settlement Administrator” shall mean Apex Class Action
27 Administration (“Apex”) a neutral third-party administrator as mutually chosen by the Parties and
28 approved by the Court.

nn. Settlement Administration Costs. “Settlement Administration Costs” refers to the amount to be paid to the Settlement Administrator for the costs of administering this Settlement, not to exceed Three Thousand Five Hundred Dollars (\$3,500).

oo. Settled Class Claims. “Settled Class Claims” means all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, whether known or unknown, that arise during the Class Period that each Settlement Class Member had, now has, or may hereafter claim to have against the Released Parties and that were asserted in the Complaint, or that could have been asserted in the Complaint based on any of the facts or allegations in the Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. The Settled Class Claims specifically include, but are not limited to claims for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods or premium pay in lieu thereof, failure to provide rest periods or premium pay in lieu thereof, failure to timely pay final wages at termination, failure to provide complete and accurate itemized wage statements, failure to reimburse business expenses, civil, unfair business practices, and including and not limited to, for violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, and Industrial Welfare Commission Wage Orders.

pp. Settled PAGA Claims. “Settled PAGA Claims” means all claims for civil penalties pursuant to PAGA that were asserted, or could have been asserted, or that arise, whether known or unknown, during the PAGA Period, based for any of the alleged violations of the California Labor Code and/or Industrial Welfare Commission Wage Orders that were asserted, or could have been asserted, within the PAGA Complaint and Notice based on any facts or allegations therein, including, but not limited to, violations of California Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 210, 213(d), 216, 218.5, 218.6, 223, 225.5, 226, 226(a), 226(e), 226(f), 226(h), 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.5, 432, 432.5, 432.7, 510, 512, 558.1, 1102.5, 1024.5, 1174, 1174.5, 1174(d), 1194, 1194(a), 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 1198.5, 1527, 2699, 2699(f)-(g), 2699.3, 2699(a), 2802, 2802(a), 2802(b), 2810.5, 3366, 3457, 8397.4, 6401 and Industrial Welfare Commission Wage Orders.

qq. Settlement Class/Settlement Class Member(s). “Settlement Class” or “Settlement Class Member(s)” means all Class Members who have not submitted a timely and valid Opt Out Request.

rr. Settlement Proceeds Distribution Deadline. “Settlement Proceeds Distribution Deadline” means a date that is fourteen calendar (14) days after the Gross Settlement Amount has been deposited by Defendant.

ss. Updated Address. “Updated Address” means a mailing address that was updated by a reasonable address verification measure of the Settlement Administrator or by an updated mailing address provided by the United States Postal Service for a Class Member or PAGA Member.

tt. Workweek. “Workweek” shall mean any calendar week (*i.e.* a week beginning on Sunday and ending on Saturday) in which a Class Member performed work for Defendant at least one day. The Parties agree that, for purposes of determining a Class Member’s Workweeks under this Agreement, Workweeks may be calculated as the number of days between a Class Member’s hire date(s) (the start of the applicable Class Period) and termination date(s) (or the date of approval of the Settlement Agreement in the absence of a subsequent termination date) based on a 360-day year (using Microsoft Excel’s DAYS360 or similar function which returns the number of days between two dates) and dividing the result by 7 and then rounding that number up to the nearest whole number.

ARTICLE II

RECITALS

a. Plaintiffs Aaron Alvarez and Michael Armour’s Class Action Complaint for Damages was filed on April 30, 2024 in the Superior Court of California, County of Sacramento, commencing the Action. The Class Action Complaint alleged the following causes of action: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; (8) failure to produce requested employment records; and (9) unfair business practices.

b. On April 30, 2024, Named Plaintiffs provided the Labor and Workforce Development Agency notice of intent to pursue civil penalties against Defendant under the Private Attorneys General Act for alleged violations of the California Labor Code and applicable Industrial Welfare Commission Wage Orders (the “PAGA Notice”).

c. Plaintiffs Aaron Alvarez and Michael Armour’s PAGA Action Complaint was filed on July 5, 2024 in the Superior Court of California, County of Sacramento. The PAGA Action Complaint seeks civil penalties under California Labor Code § 2699, *et seq.*

d. Named Plaintiffs and Defendant attended mediation with Hon. William McCurine, Jr. on November 25, 2024, after which the Parties continued negotiations, and with the assistance of Judge McCurine reached this Agreement. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties supervised by an experienced mediator. The Parties agree that the Agreement is entered into in good faith as to each Class Member and PAGA Member, and that the Settlement is fair, reasonable and adequate as to each Class Member and PAGA Member.

ARTICLE III

CONTINGENT NATURE OF THE AGREEMENT

Section 3.01: Stipulation of Class Certification for Settlement Purposes; Contingent on Court Approval

The Parties stipulate to the certification of the Class for purposes of this Settlement only. If, however, the Settlement does not become final for any reason, the Parties’ Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, whether class certification would be appropriate in any other context in the Action, or any other action, or whether any PAGA claim is manageable in this Action, or any other action.

The Parties intend this Settlement to be contingent upon the Court’s granting preliminary and final approval of this Agreement; and in the event final approval of this Agreement is not obtained, the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend the Action as if this Agreement never existed. In the event that final approval of this Agreement is denied by the Court, fails to become effective, or is reversed, withdrawn, or modified by the Court

or any other court with jurisdiction over the Action, the Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, further proceedings in the Action.

ARTICLE IV

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

Section 4.01: Motion for Preliminary Approval

Within thirty (30) calendar days of all Parties signing this Agreement, Named Plaintiffs shall secure a hearing date in the Class Action and take all other necessary steps to request that the Court enter the Preliminary Approval Order based on an agreed-upon Settlement schedule, subject to Court approval, including:

- a. Class certification on the terms set forth in this Agreement solely for purposes of Settlement;
- b. Preliminarily approving the proposed Settlement and this Agreement, including the payments to the Settlement Class Members, Class Counsel, Named Plaintiffs, PAGA Members, the Settlement Administrator, and the LWDA;
- c. Preliminarily approving the appointment of Named Plaintiffs as representatives of the Class for settlement purposes;
- d. Preliminarily approving the appointment of counsel for Named Plaintiffs as Class Counsel;
- e. Appointing and approving the Settlement Administrator, to comply with the duties and obligations as required by this Agreement;
- f. Approving the form of the Class Notice mutually agreed upon by the Parties;
- g. Scheduling the Final Approval Hearing for consideration of whether to grant final approval of this Agreement;
- h. Approving the procedure to submit an Opt-Out Request, Objection, or Workweeks Dispute;

Defendant shall not oppose Class Counsel's Motion for Preliminary Approval and/or Motion for Final Approval of the Settlement so long as the motions and supporting papers are consistent with the terms of this Agreement. Class Counsel shall provide Defendant with at least three (3) business days (in each case) to review and provide comments on the Motion for Preliminary Approval and Motion for Final approval of the Settlement before the motions and supporting papers are filed with the Court. Failure of the Court to grant preliminary approval will be grounds for the Parties to terminate the Settlement and the terms of the Agreement. A request by the Court for supplemental briefing, or a preliminary denial pending additional briefing, shall not be deemed a denial of preliminary approval or final approval. To the extent the Court requests further or supplemental briefing, the Parties will work in good faith to address the Court's concerns and questions.

Section 4.03: Notice to Class Members

a. Class and PAGA Member Data

Within twenty-one (21) calendar days after notice of entry of the Preliminary Approval Order, Defendant shall provide the Class List to the Settlement Administrator. The Settlement Administrator will keep the Class List confidential and shall not provide it to anyone, including Class Counsel, absent express written approval from Defendant, and shall use it only for the purposes described herein, take adequate safeguards to protect confidential or private information, and return or certify the destruction of the information upon completion of the Settlement Administration process.

b. Settlement Administrator's Initial Duties

i. *Address Information.* Prior to mailing the Class Notice, the Settlement Administrator will update the addresses for the Class Members and PAGA Members using skip trace and/or through a search of the National Change of Address database. To the extent this process yields a different address from the one supplied by Defendant, that Updated Address shall replace the address supplied by Defendant (i.e., Last Known Address) and be treated as the new Last Known Address for purposes of this Agreement and for subsequent mailings in particular.

ii. *Notice Process.* Within fourteen (14) calendar days following receipt of the Class List, the Settlement Administrator shall prepare and mail the approved Class Notice. The Settlement

1 Administrator shall deliver the Class Notice by First-Class U.S. Mail to each Class Member and
2 PAGA Member's Last Known Address or Updated Address (if applicable).

3 c. **Settlement Administrator Follow-Up Duties**

4 i. *Undeliverable Class Notice(s)*. If a Class Notice is returned by the Post Office as
5 undeliverable, but with a forwarding address, on or before the Response Deadline, then the
6 Settlement Administrator shall re-mail it by First-Class U.S. mail. If a Class Member personally
7 provides an updated address to the Settlement Administrator on or before the Response Deadline,
8 then, the Settlement Administrator shall re-mail said Class Member's Class Notice by First-Class
9 U.S. to the updated address provided by the Class Member. If a Class Notice is returned by the Post
10 Office as undeliverable, without a forwarding address, on or before the Response Deadline, then, the
11 Settlement Administrator shall conduct a skip trace and/or search of the National Change of Address
12 or other appropriate database and, if an alternate address that is likely to be more current is located,
13 proceed to re-mail the Class Notice by First-Class U.S. mail to the alternate address. It is the intent
14 of the parties that reasonable means be used to locate Class Members and that the Settlement
15 Administrator be given discretion to take steps in order to facilitate notice of the Settlement and
16 delivery of the Individual Settlement Payments to all Settlement Members. In the event a Class
17 Member's Class Notice remains undeliverable sixty (60) calendar days after the Class Notice was
18 initially mailed, the Settlement Administrator will not mail the Class Member's Individual Settlement
19 Payment. The Settlement Administrator will hold the Class Member's Individual Settlement
20 Payment during the check validity period on behalf of the Class Member. If, at the conclusion of the
21 check validity period, the Class Member's Class Notice and Individual Settlement Payment remain
22 undeliverable and/or unclaimed and uncashed, the Settlement Administrator will distribute the funds
23 from unclaimed/uncashed checks in accordance with the procedures set forth in Section 4.06(i)(vi)
24 below.

25 ii. *Documenting Communications*. The Settlement Administrator shall date stamp
26 documents it receives, including Opt Out Requests, Objections, Workweeks Disputes, and any
27 correspondences and documents from Class Members and PAGA Members. The date of the initial
28

mailing of the Class Notice and the date a signed Opt Out or Objection is postmarked shall be conclusively determined according to the records of the Settlement Administrator.

iii. *Settlement Administrator Declaration.* At least ten (10) court days before the Final Approval Hearing, the Settlement Administrator shall prepare, subject to the Parties' input and approval, a declaration setting forth the due diligence and proof of mailing of the Class Notice, the results of the Settlement Administrator's mailings, including tracing and re-mailing efforts, and the Class Members' and PAGA Members' responses (i.e., Opts Out, Objections, Workweeks Disputes) to those mailing, and provide additional information deemed necessary to approve the settlement.

iv. *Settlement Administrator Written Reports.* Each week after initially mailing the Class Notices and prior to the Response Deadline, the Settlement Administrator shall provide the Parties with a report listing the number of Class Members that submitted Opt Out Requests, Objections, and/or Workweeks Disputes as well as the dates that any Class Notices were re-mailed. Within seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide a final report listing the number of Class Members who submitted Opt Out Requests, Objections, and/or Workweeks Disputes.

v. *Settlement Administrator Calculations of Individual Settlement Payments.* Within seven (7) calendar days after resolving all Workweeks Disputes made by Settlement Class Members, and following entry of the Final Approval Order and Judgment, the Settlement Administrator shall provide to the Parties a report showing its calculation of all amounts that must be funded by Defendant under the Settlement, including and not limited to, calculations of the Individual Settlement Payments to be made to Settlement Class Members and Individual PAGA Payments to be made to PAGA Members. After receiving the Settlement Administrator's report, Class Counsel and Defendant's counsel shall review the same to determine if the calculation of payments is consistent with this Agreement and the Court's orders, and shall notify the Settlement Administrator if either counsel does not believe the calculation is consistent with the Agreement and/or the Court's orders. After receipt of comments from counsel, the Settlement Administrator shall finalize its calculations of payments, at least five (5) calendar days prior to the distribution of such payments, and shall provide Class Counsel and Defendant's counsel with a final report listing the amount of all

1 payments to be made to each Settlement Class Member from the Net Settlement Amount and listing
2 the amount of all payments to be made to each PAGA Member from the Net PAGA Distribution
3 Amount. The Settlement Administrator will also provide information that is requested and approved
4 by both Parties regarding its duties and other aspects of the Settlement, and that is necessary to carry
5 out the terms of the Settlement.

6 d. **Requirements for Recovery of Individual Settlement Payments**

7 i. *Class Members.* No claim form is necessary to participate in the Class Settlement.
8 Unless a Class Member submits a valid and timely Opt Out Request, that Class Member will be a
9 Settlement Class Member, bound by the Final Approval Order and Judgment and Class Settlement,
10 and will receive a payment from the Net Settlement Amount (i.e., an Individual Settlement Payment).

11 ii. *PAGA Members.* All PAGA Members shall be bound by the PAGA Settlement, and
12 will be issued payment from the Net PAGA Distribution Amount (i.e., and Individual PAGA
13 payment). No PAGA Member will have a right to opt-out of the PAGA Settlement.

14 iii. *Late Submissions.* The Settlement Administrator shall not accept as timely any Opt
15 Out Request, Objection, or Workweeks Dispute postmarked after the Response Deadline. It shall be
16 presumed that, if an Opt Out Request, Objection, or Workweeks Dispute is not postmarked or fax
17 stamped on or before the Response Deadline, the Class Member did not return the Opt Out Request,
18 Objection, or Workweeks Dispute in a timely manner. However, the Court may consider an Opt
19 Outs, and/or Objections submitted at or before the hearing on Final Approval.

20 iv. *Opt-Out Procedure.* A Class Member will not be entitled to opt out of the Class
21 Settlement established by this Agreement unless he or she submits to the Settlement Administrator a
22 timely and valid Opt Out Request.

23 v. The Settlement Administrator shall not have the authority to extend the deadline for
24 Class Members to submit an Opt Out Request absent agreement by both Parties.

25 vi. Class Members shall be permitted to rescind in writing their Opt Out Request by
26 submitting a written rescission statement to the Settlement Administrator no later than the day before
27 the Final Approval Hearing.
28

vii. If more than ten percent (10%) of the Class Members timely opt out of the Class Settlement, Defendant shall have the sole and absolute discretion to withdraw from this Agreement within seven (7) calendar days after the Response Deadline and written notice from the Settlement Administrator of the final opt out rate. Defendant shall provide written notice of such withdrawal to Class Counsel. In the event that Defendant elects to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a condition of Settlement, and the Agreement shall become null and void and have no further force or effect, and Defendant will be responsible for any and all Settlement Administration Costs incurred thus far.

Section 4.04: Responses to Class Notice

a. Workweeks Disputes

Class Members will have the right to challenge the number of Qualifying Workweeks and/or Qualifying PAGA Workweeks allocated to them. Class Members shall have until the Response Deadline to submit to the Settlement Administrator their dispute in writing (“Workweek Dispute”) at the address indicated on the Class Notice. Each Workweek Dispute must: (1) contain the full name, address, and telephone number of the Class Member and the case name and number of the Action; (2) be signed by the Class Member; (3) be postmarked or fax stamped on or before the Response Deadline and returned to the Settlement Administrator at the specified address or fax number; (4) clearly state the number of Workweeks and/or PAGA Workweeks he or she believes is correct; and (5) attach any documents the Class Member has to support his or her position that they be credited with the contended number of Workweeks and/or PAGA Workweeks. The Settlement Administrator will inform Class Counsel and Defendant’s counsel in writing of any timely submitted Workweeks Disputes. Defendant shall have the right to respond to any Dispute submitted by any Class Members within seven (7) calendar days of being informed of a timely submitted Workweeks Dispute, and shall cooperate in providing the Settlement Administrator will information to determine all such Workweeks Disputes. The Settlement Administrator will determine all such Workweeks Disputes following Defendant’s opportunity to respond. Subject to Court approval, Workweeks Disputes will be resolved without hearing by the Settlement Administrator, who will make a decision

based on Defendant's records and any documents or other information presented by the Class Member and/or PAGA Member making the Workweeks Dispute, Class Counsel, or Defendant.

b. Opt Out Request

Any Class Member may exclude himself or herself from the Class Settlement. Any such Opt Out Request must be submitted to the Settlement Administrator in writing on or before the Response Deadline. Opt Out Requests do not apply to the PAGA Settlement; PAGA Members will be bound to the PAGA Settlement (i.e., the settlement and release of Settled PAGA Claims) irrespective of whether they exclude themselves from the Class Settlement. Any Class Member who timely and validly Opts Out from the Class and this Settlement will not be entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this Agreement, and will not have any right to object, appeal, or comment thereon. Any Class Member who fails to timely submit an Opt Out shall automatically be deemed a Class Member whose rights and claims with respect to the issues raised in the Action will be determined by the Court's Final Approval Order and Judgment.

c. Objections to Settlement

Any Settlement Class Member may object to the Class Settlement by submitting an Objection to the Settlement Administrator in writing on or before the Response Deadline. The Parties shall be permitted to file responses to any Objections prior to the Final Approval Hearing and/or to respond to or address the Objection at the Final Approval Hearing. Within three (3) business days after receipt of an Objection, the Settlement Administrator shall serve the Objection on the Parties, and at least sixteen (16) court days before the Final Approval Hearing, the Settlement Administrator shall submit all Objections received by the Settlement Administrator to the Court. The Court retains final authority with respect to the consideration and admissibility of Class Member Opt Outs and Objections. The Court may consider Opt Outs and/or Objections submitted before or at the Final Approval Hearing. If a Class Member submits both an Objection and an Opt Out Request, he or she will be excluded from the Class Settlement and the Objection will not be considered.

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d. **Encouragement of Class Members**

At no time shall any of the Parties or their counsel (either directly or indirectly) seek to solicit or otherwise encourage Settlement Class Members to submit any Opt Outs or Objections to the Settlement or any appeal from the Final Approval Order and Judgment. Class Counsel shall not represent any Settlement Class Members with respect to any such Objections. However, Class Counsel may respond to inquiries from Class Members.

Section 4.05: Final Approval Hearing

a. **Entry of Final Judgment**

At the Final Approval Hearing, Named Plaintiffs will request, and Defendant will concur in said request, that the Court enter a jointly-agreed upon Final Approval Order and Judgment.

b. **Motion for Final Approval**

Named Plaintiffs will draft and file a motion for final approval in conformity with any requirements from the Court and will take any other actions necessary to request the entry of a Final Approval Order and Judgment in accordance with this Agreement. In conjunction with the motion for final approval and requesting an award of Attorneys' Fees, Attorneys' Costs, and Service Payments, Class Counsel shall file a declaration from the Settlement Administrator confirming that the Class Notice was mailed to all Class Members as required by this Agreement, as well as any additional information Class Counsel, with the input and approval of Defendant, deems appropriate to provide to the Court.

c. **Final Approval Order and Judgment**

The Parties shall take all reasonable efforts to secure entry of the Final Approval Order and Judgment. If the Court denies final approval of the Settlement, this Agreement shall be void *ab initio*, and Defendant shall have no obligation to make any payments under the Agreement besides any Settlement Administration Costs incurred thus far. A request by the Court for supplemental briefing, or a preliminary denial pending additional briefing, shall not be deemed a denial of final approval of the Settlement. To the extent the Court requests further or supplemental briefing, the Parties will work in good faith to address the Court's concerns and questions. Said Final Approval Order and Judgment shall contain the following provisions:

i. Wherein the Court enters judgment, finding that this Agreement and Settlement is fair, just, equitable, reasonable, adequate, and in the best interests of the Class and was reached as a result of intensive, serious, and non-collusive arms-length negotiations and was achieved with the aid of an experienced mediator and in good faith as to each Class Member;

ii. Affirming that each side will bear its own costs and fees (including attorneys' fees), except as provided by the Agreement, and that Defendant shall not be required to pay any amounts other than as set forth in the Agreement;

iii. Confirming the certification of the Class for purposes of Settlement only;

iv. Finding that the Settlement Administration process as carried out afforded adequate protections to Class Members, provided the best notice practicable, and satisfied the requirements of law and due process;

v. Ruling on any Objections to the Settlement;

vi. Approving the settlement of Settled PAGA Claims consistent with the Settlement;

vii. Retaining Court jurisdiction after entry of judgment to oversee administration and enforcement of the terms of the Agreement; and

viii. Requiring the Parties to carry out the provisions of this Agreement.

Section 4.06: Settlement Payment Procedures

Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth herein, Defendant agrees to make a payment or payments as set forth herein totaling an amount of, but not to exceed the Gross Settlement Amount. The Gross Settlement Amount shall be apportioned as follows:

a. **Pro-Rata Adjustment to Gross Settlement Amount.** Defendant has estimated that there are approximately 39 class members who worked 3,122 workweeks from April 30, 2020 through November 25, 2024. Should the qualifying workweeks increase beyond 10% worked by the Class Members during the Class Period, Defendant shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of workweeks worked by Class Members above 10% (e.g., if the number of workweeks increases by 11% to 3,465 workweeks, the GSA will increase by 1%). However, Defendant may, at its sole discretion adjust the length of the

1 Class Period by moving the end date so as to keep the number of workweeks no more than 3,434 and
2 avoid triggering the escalation clause so long as it does so before Plaintiffs' motion for preliminary
3 approval is heard.

4 **b. Attorneys' Fees.** Class Counsel will apply to the Court for an award of attorneys'
5 fees of 33% of the Gross Settlement Amount, which is no more than One Hundred and Three
6 Thousand and Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$33,333.33) (i.e.,
7 Attorneys' Fees). The Attorneys' Fees shall be paid from and be deducted from the Gross Settlement
8 Amount subject to Court approval, and Defendant will not oppose such application. In the event the
9 Court approves an amount of attorneys' fees that is less than the amount provided herein, the
10 unawarded amount shall become part of the Net Settlement Amount for distribution to Settlement
11 Class Members. Any reduction by the Court shall not constitute grounds for revocation or
12 cancellation of this Agreement by the Named Plaintiffs.

13 **c. Attorneys' Costs.** Class Counsel shall request approval of an amount not to exceed
14 Fifteen Thousand Dollars (\$15,000) for reimbursement of litigation costs and expenses incurred in
15 the Action (i.e., Attorneys' Costs), which will be paid and deducted from the Gross Settlement
16 Amount subject to Court approval. Defendant will not oppose such application. Any unawarded
17 Attorneys' Costs shall become part of the Net Settlement Amount for distribution to Settlement Class
18 Members. Any reduction by the Court shall not constitute grounds for revocation or cancellation of
19 this Agreement by Plaintiff. Attorneys' Fees as specified in the preceding paragraph and Attorneys'
20 Costs as specified in this paragraph shall cover all claimed and unclaimed Attorneys' Fees,
21 Attorneys' Costs, and other amounts payable or awardable against Defendant for Class Counsel's
22 work, effort, or involvement in the Action and in carrying out the Agreement and includes any and
23 all work, effort, or involvement to carry out the terms of the Agreement and as may be potentially or
24 actually necessary or advisable to defend the Agreement and/or Settlement through appeal, or
25 collateral attack or in any other forum or proceeding. These specified Attorneys' Fees and Attorneys'
26 Costs shall be the sole payment for attorneys' fees and costs and, otherwise, the Parties and Class
27 Members and their counsel shall bear their own fees and costs in connection with the Action.

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1 **d. Settlement Administration Costs.** Class Counsel will also apply to the Court for
2 approval of costs of settlement administration in an amount estimated to be up to Three-Thousand
3 Five Hundred Dollars (\$3,500), which the Parties agree will be paid and deducted from the Gross
4 Settlement Amount (i.e., Settlement Administration Costs) subject to Court approval. Defendant
5 will not oppose such application. Any unawarded amount shall become part of the Net Settlement
6 Amount for distribution to Settlement Class Members. Class Counsel will specify the amount sought
7 for such costs, up to the foregoing maximum, in Plaintiff's motion for final approval of the
8 Settlement.

9 **e. Incentive Awards to Named Plaintiffs.** Class Counsel will apply to the Court for
10 approval of an enhancement award in an amount not to exceed Five Thousand Dollars (\$5,000) for
11 each Named Plaintiff—to be paid and deducted from the Gross Settlement Amount, subject to Court
12 approval, for their services in this litigation by Named Plaintiffs (i.e., the Service Payments). Plaintiff
13 Armour shall be required to execute a general release and 1542 waiver. Defendant will not oppose
14 such applications. Any unawarded amount shall become part of the Net Settlement Amount for
15 distribution to Settlement Class Members. Any reduction by the Court shall not constitute grounds
16 for revocation or cancellation of this Agreement by Named Plaintiffs.

17 **f. PAGA Allocation and Individual PAGA Payments.** Pursuant to California Labor
18 Code Section 2698, *et seq.*, the Parties designate Ten Thousand Dollars (\$10,000.00) of the Gross
19 Settlement Amount to resolve the Settled PAGA Claims (i.e., the PAGA Allocation). Pursuant to
20 the California Labor Code, seventy-five percent (75%) of the PAGA Allocation, which is Seven
21 Thousand and Five Hundred Dollars (\$7,500), will be paid to the LWDA (i.e., the LWDA Payment).
22 The remaining twenty-five percent (25%) of the PAGA Allocation, which is Two Thousand and Five
23 Hundred Dollars (\$2,500.00) ("Net PAGA Distribution Amount"), shall be paid to PAGA Members
24 on a *pro rata* basis based on the number of Workweeks worked by the PAGA Member during the
25 PAGA Period as follows:

26 i. The Settlement Administrator will use the number of Pay Periods worked by PAGA
27 Members during the PAGA Period ("Qualifying PAGA Pay Periods (s)") as reflected in the Class
28 List to be provided by Defendant to the Settlement Administrator;

ii. Each of the PAGA Members is eligible to receive a *pro rata* share of the Net PAGA Distribution Amount based on his or her share of the total number of Qualifying PAGA Pay Periods worked.

iii. The value of a single Qualifying PAGA Pay Period shall be determined by dividing the Net PAGA Distribution Amount by the total number of Qualifying PAGA Pay Periods by all PAGA Members. Each PAGA Member shall receive an Individual PAGA Payment equal to his or her individual Qualifying PAGA Pay Periods multiplied by the value of a single Qualifying PAGA Pay Period. PAGA Members shall receive their respective PAGA Payments regardless of whether they opt out with respect to their class claims.

g. Net Settlement Amount and Individual Settlement Payments to Settlement Class Members. Individual Settlement Payments to the Settlement Class Members will be calculated as follows:

i. The Settlement Administrator will use the number of Workweeks worked by Class Members during the Class Period (“Qualifying Workweek(s)”) as reflected in the Class List to be provided by Defendant to the Settlement Administrator;

ii. Each of the Class Members is eligible to receive a *pro rata* share of the Net Settlement Amount based on his or her share of the total number of Qualifying Workweeks worked.

iii. The value of a single Qualifying Workweeks shall be determined by dividing the Net Settlement Amount by the total number Qualifying Workweeks by all Settlement Class Members. Each Settlement Class Member shall receive a gross Individual Settlement Payment equal to his or her Qualifying Workweeks multiplied by the value of a single Qualifying Workweek.

h. Satisfaction of Defendant’s Payment Obligations. The Parties agree that, except as discussed in Section 4.06(a), and employer taxes on any wage portions of the Individual Settlement Amounts, under no circumstances shall Defendant be obligated to pay any amounts under this Agreement to any Class Member other than the Individual Settlement Payment to Settlement Class Members and Individual PAGA Payment to PAGA Members that is provided for under this Agreement. The Parties also acknowledge and agree that the formula used to calculate Individual Settlement Payments and Individual PAGA Payments does not imply that all of the elements of

1 damages covered by the release are not being taken into account.

2 **i. Payment of Settlement**

3 i. Defendant will deposit the Gross Settlement Amount into an account established by
4 the Settlement Administrator within ten (10) business days of the Date of Finality.

5 ii. The Parties agree that the account in which Defendant will deposit the Gross
6 Settlement Amount will qualify as a settlement fund pursuant to the requirements of Section
7 468(B)(g) of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the
8 income tax regulations. Furthermore, the Settlement Administrator is hereby designated as the
9 “administrator” of the qualified settlement funds for purposes of Section 1.468B-2(k) of the income
10 tax regulations. As such, all employee taxes imposed on the gross income of that settlement fund
11 and any tax-related expenses arising from any income tax returns or other reporting documents that
12 may be required by the Internal Revenue Service or any state or local taxing body will be paid from
13 the Net Settlement Amount by the Settlement Administrator.

14 iii. The Settlement Administrator shall be deemed to have timely distributed Individual
15 Settlement Payments and Individual PAGA Payments if it places said payments in the mail (First-
16 Class U.S.) no later than 14 days after Defendant funds the GSA. If, within forty-five (45) days of
17 the initial mailing of the payment(s), the Settlement Administrator receives notice from Settlement
18 Class Members or PAGA Members that they have not received their settlement check due to changes
19 of address or other circumstances, the Settlement Administrator shall make reasonable efforts to
20 ensure the initial payment is cancelled and re-issue the payment to the Settlement Class Member or
21 PAGA Member. The Settlement administrator shall take steps to promptly obtain a valid mailing
22 address, as necessary, by performing a skip trace and/or through a search of the National Change of
23 Address database or other appropriate database. The Settlement Administrator shall only undertake
24 one re-issuance of a payment upon request of a Settlement Class Member.

25 iv. The distribution of Attorneys’ Fees, Attorneys’ Costs, LWDA Payment, and the
26 Service Payments shall occur no later than the Settlement Proceeds Distribution Deadline. Under no
27 circumstances shall the foregoing payments be made prior to the distribution of payments to
28 Settlement Class Members and PAGA Members.

v. Individual Settlement Payment and Individual PAGA Payment checks will be valid for one hundred eighty (180) days after mailing by the Settlement Administrator.

vi. After the one hundred eighty (180) day check validity period, unclaimed or uncashed settlement checks will become cancelled and funds associated with the cancelled checks will be transmitted to Katherine and George Alexander Community Law Center at the Santa Clara University School of Law, a non-profit organization, pursuant to California Code of Civil Procedure section 384. Settlement Class Members and PAGA Members who fail to deposit or negotiate their check(s) in a timely fashion shall, nevertheless, remain subject to the terms of the Agreement and the Final Approval Order and Judgment.

vii. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to the Court, Class Counsel, and Defendant's counsel.

viii. In the event of a timely appeal from the Final Approval Order and Judgment, the Final Approval Order and Judgment shall be stayed and the Gross Settlement Amount shall not be distributed pending the completion of the appeal.

j. Default on Payment

Defendant's failure to timely fund the Gross Settlement Amount shall be considered a default. In the event Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed payment. Thereafter, Defendant will have seven (7) days to cure the default and tender payment to the Settlement Administrator.

k. No Credit Toward Benefit Plans

The Individual Settlement Payments made to Settlement Class Members and Individual PAGA Payments made to PAGA Members under this Agreement shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Class Members or PAGA Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or

amounts to which any Settlement Class Members and/or PAGA Members may be entitled under any benefit plans.

I. Taxation of Settlement Proceeds

i. The Parties agree that the Individual Settlement Payments shall be allocated as follows: 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portions"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining portion of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages as follows: 40% allocated to penalties and 40% allocated to interest and fees (the "Non-Wage Portions"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms (if required). Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

ii. The Individual PAGA Payments to PAGA Members will be designated one hundred percent (100%) as penalties and will be report on an IRS Form 1099 (if required).

iii. The Settlement Administrator shall calculate, withhold from the Individual Settlement Payments, and remit to applicable governmental agencies sufficient amounts, if any, as may be owed by Settlement Class Members for applicable employee taxes. The Settlement Administrator will issue appropriate tax forms, as required, to each such Settlement Class Member and PAGA Member consistent with the above allocations.

iv. All Parties represent that they have not received, and shall not rely on, advice or representations from other Parties or their agents regarding the tax treatment of payments under federal, state, or local law. In this regard, Defendant makes no representations regarding the taxability of the Individual Settlement Payments, Individual PAGA Payments, or any other payments made under this Agreement.

v. Class Counsel will be issued an IRS Form 1099 for the Attorneys' Fees and Attorneys' Costs awarded by the Court.

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vi. Named Plaintiffs will be issued IRS Form 1099s for any Service Payment approved by the Court. The Service Payments payable to Named Plaintiffs shall be in addition to any Individual Settlement Payment agreed to by the Parties and, if applicable, Individual PAGA Payments that they will receive.

Section 4.07: Notice to the LWDA

Class Counsel is responsible for complying with all requirements of the PAGA governing notice to the LWDA of settlement and/or judgment. Specifically, Class Counsel will provide a copy of this Agreement to the LWDA at the same time that it is submitted to the Court and will further provide a copy of the Court's Preliminary Approval Order and Final Approval Order and Judgment to the LWDA within ten (10) calendar days after entry of said judgment or order as required by Labor Code section 2699.

ARTICLE V

RELEASES

Section 5.01: Release of Settled Class Claims

As of the Date of Finality and full funding of the Gross Settlement Amount, Named Plaintiffs and all Settlement Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all Settled Class Claims against any and all Released Parties. The Settlement includes a release of all Settled Class Claims during the Class Period by Settlement Class Members. The Parties agree for settlement purposes only that, because the Class Members are so numerous, it is impossible or impracticable to have each Class Member execute this Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the Class Settlement as to Settlement Class Members and the binding nature of the PAGA Settlement as to the State of California and all PAGA Members, and such notice shall have the same force and effect as if the Agreement were executed by each Class Member. The Parties agree that this is a settlement of disputed claims not involving undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable. Expressly excluded from this release are any and all possible claims arising from the claims addressed in the separate individual settlement entered into between Defendant and Plaintiff Aaron Alvarez ("Alvarez Settlement"). Therefore, the Alvarez Settlement will not be

1 affected by this release.

2 **Section 5.02: Released of Settled PAGA Claims**

3 As of the Date of Finality and full funding of the Gross Settlement Amount, the State of
4 California, with respect to Named Plaintiffs and all PAGA Members, shall be deemed to have fully,
5 finally, and forever released, settled, compromised, relinquished, and discharged any and all of the
6 Released Parties of and from any and all Settled PAGA Claims. The Parties agree that it is their
7 intent that the terms set forth in this Agreement will release any further attempt, by lawsuit,
8 administrative claim or action, arbitration, demand, or other action of any kind, by each and every
9 PAGA Member to obtain any recovery based on the Settled PAGA Claims. Expressly excluded from
10 this release are any and all possible claims arising from the claims addressed in the separate individual
11 settlement entered into between Defendant and Plaintiff Aaron Alvarez (“Alvarez Settlement”).
12 Therefore, the Alvarez Settlement will not be affected by this release.

13 **ARTICLE VI**

14 **LIMITATIONS ON USE OF THIS SETTLEMENT**

15 **Section 6.01: No Admission**

16 The Parties enter into this Agreement to resolve the Action and to avoid the burden, expense,
17 and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and
18 specifically denies, that Defendant has: violated any federal, state, or local law; violated any
19 regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
20 regulations, or legal requirements; breached any contract; or engaged in any other culpable, wrongful
21 or unlawful conduct with respect to its employees or any other person or entity. Neither this
22 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or
23 proceedings, payouts, or other events associated with it, shall be construed as an admission or
24 concession by Defendant of any such violation(s) or failure(s) to comply with any applicable law by
25 Defendant or any Released Parties.

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1 **Section 6.02: Non-Evidentiary Use**

2 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
3 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
4 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
5 including but not limited to, evidence of a presumption, concession, indication, or admission by any
6 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
7 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
8 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
9 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
10 released through this Agreement.

11 **Section 6.03: Nullification**

12 If for any reason the Date of Finality does not occur and/or the Settlement does not become
13 final for any reason, the Settlement shall be null and void and the orders and judgment to be entered
14 pursuant to this Agreement shall be vacated; and the Parties will be returned to the status quo prior
15 to entering this Agreement with respect to the Action, as if the Parties had never entered into this
16 Agreement. In addition, in such event, the Agreement and all negotiations, court orders and
17 proceedings relating thereto shall be without prejudice to the rights of any and all Parties hereto, and
18 evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the
19 Action or otherwise in any other proceeding.

20 **ARTICLE VII**

21 **MISCELLANEOUS PROVISIONS**

22 **Section 7.01: Amendments or Modification**

23 Prior to the Court granting preliminary approval this Agreement, this Agreement may be
24 altered, amended, modified or waived, in whole or in part, only in a writing signed by counsel for
25 the Parties; after the Court has entered the Preliminary Approval Order, the Agreement may be
26 altered, amended, modified or waived, in whole or in part, only in a writing signed by counsel for
27 the Parties, subject to approval by the Court. Any waiver of any provision of this Agreement shall
28 not constitute a waiver of any other provision of this Agreement unless expressly so indicated.

1 **Section 7.02: Assignment**

2 The Parties and their counsel represent, covenant, and warrant that they have not directly or
3 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
4 person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein
5 released and discharged or herein establish and/or created, except as set forth herein.

6 **Section 7.03: Governing Law**

7 This Agreement shall be enforced, construed, administered and interpreted, and the rights of
8 the Parties shall be determined, in accordance with the laws of the State of California, without regard
9 to conflicts of laws.

10 **Section 7.04: Entire Agreement**

11 The Parties warrant that no promise or inducement has been offered or made to any of the
12 Parties except as set forth herein. This Agreement constitutes the full, complete and entire
13 understanding, agreement and arrangement between Plaintiffs on behalf of themselves, Class
14 Members, PAGA Members, and the State of California pursuant to the Private Attorneys General
15 Act, on the one hand, and Defendant and Released Parties on the other hand, with respect to the
16 Settlement of the Action and the Settled Claims and Settled PAGA Claims against the Released
17 Parties. This Agreement supersedes any and all prior oral or written understandings, agreements and
18 arrangements, express or implied, between the Parties with respect to the Settlement of the Action
19 and the Settled Claims and Settled PAGA Claims against the Released Parties. The Parties explicitly
20 recognize California Civil Code Section 1625 and California Code of Civil Procedure Section
21 1856(a), which provide that a written agreement is to be construed according to its terms, and may
22 not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written
23 representations or terms shall modify, vary, or contradict the terms of this Agreement. This
24 Agreement does not in any way impact any agreement to arbitration non-released claims that may
25 exist between Defendant and an individual Class Member.

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1 **Section 7.05: Waiver of Compliance**

2 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
3 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
4 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
5 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
6 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
7 condition in this Agreement shall not operate as a waiver of, or estoppel with respect to, any
8 subsequent or other failure.

9 **Section 7.06: Counterparts and Fax/PDF Signatures**

10 This Agreement, and any amendments hereto, may be executed in any number of counterparts
11 and any Party and/or their respective counsel may execute any such counterpart, each of which when
12 executed and delivered shall be deemed to be an original. All counterparts taken together shall
13 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
14 signature.

15 **Section 7.07: Meet and Confer Regarding Disputes**

16 The Parties agree to refer any disputes related to the drafting of the Agreement and attached
17 documents to mediator, Hon. William McCurine, Jr. prior to seeking any relief from a Court.

18 **Section 7.08: Agreement Binding on Successors**

19 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
20 of each of the Parties. Specifically, Subject to final Court approval, all Settlement Class Members,
21 the State of California, and PAGA Members shall be bound by this Agreement and Final Approval
22 Order and Judgment shall be entered in the Action.

23 **Section 7.09: Cooperation in Drafting**

24 The Parties have had a full opportunity to negotiate the terms and conditions of this
25 Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party than
26 another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties,
27 it being recognized that all Parties have contributed to the preparation of this Agreement.

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Section 7.10: Fair and Reasonable Settlement

The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arm's-length negotiation and in the context of adversarial litigation, taking into account all relevant factors, current and potential. The Parties further believe that the Settlement is and is consistent with public policy, and fully complies with applicable law.

Section 7.11: 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 and shall not be considered in interpreting this Agreement.

Section 7.12: Notice

Except as otherwise expressly provided in the Agreement, all notices, demands, and other communications under this Agreement must be in writing and addressed as follows:

To Named Plaintiffs and the Class:

John G. Yslas (SBN 187324)
John.yslas@wilshirelawfirm.com
 Samantha A. Smith (SBN 233331)
Samantha.smith@wilshirelawfirm.com
 Eugene Zinovyev (SBN 267245)
Eugene.zinovyev@wilshirelawfirm.com
 John Brown (SBN 233605)
John.brown@wilshirelawfirm.com
 Gabriella Solé (SBN 346164)
gabriella.sole@wilshirelawfirm.com

WILSHIRE LAW FIRM
 3055 Wilshire Blvd., 12th Floor
 Los Angeles, California 900100
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

And

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To Defendant:

Karin M. Cogbill (SBN 244606)
 Veena Bhatia (SBN 339939)
 JACKSON LEWIS P.C.
 160 W. Santa Clara Street, Suite 400
 San Jose, CA 95113
 Telephone: (408) 579-0404
 Facsimile: (408) 454-0290
 Email: Karin.Cogbill@jacksonlewis.com
Veena.Bhatia@jacksonlewis.com

Section 7.13: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Approval Order and Judgment entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Section 7.14: Mutual Full Cooperation

Named Plaintiffs and Defendant, and each of their respective counsel, shall cooperate in good faith to execute all documents and perform all acts necessary and proper to implement the terms of this Agreement, including but not limited to drafting and submitting the Motion for Preliminary Approval and Motion for Final Approval, and defending the Agreement and Final Approval Order and Judgment against objections and appeals. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate this Agreement and the terms set forth herein.

1 **Section 7.15: Publicity, Confidentiality, Non-Disparagement**

2 No public comment, communications to media, or any form of advertising or public
3 announcement (including social media) regarding the Action shall be made by the Named Plaintiffs
4 or Class Counsel at any time.

5 Class Counsel agrees not to solicit any Class Members to exclude themselves from the terms
6 of this Agreement, and further agrees not to initiate, contact, or have any communications with Class
7 Members during the settlement approval process. Nothing will prevent Class Counsel from
8 responding to inquiries from Class Members. Defendant agrees that it shall not discourage any Class
9 Members from participating in the settlement and shall refer any questions to the Settlement
10 Administrator.

11 Prior to the Motion for Preliminary Approval and submission of this Agreement to the Court,
12 Class Counsel shall not discuss the terms of the Agreement with any person other than Named
13 Plaintiffs, Defendant's counsel, and the Settlement Administrator, and that they will not discuss the
14 negotiations leading to Agreement with any persons other than Named Plaintiffs and Defendant's
15 counsel. Class Counsel will, however, undertake any and all submissions of information and/or
16 materials relating to the Action and this Settlement to the LWDA to the extent required under the
17 PAGA statute (e.g., submitting this Agreement to the LWDA at the same time as submitting it to the
18 Court for preliminary approval).

19 Named Plaintiffs acknowledge that they have not, and will not, discuss the terms of the
20 Settlement with any persons other than Class Counsel, their spouse(s), if any, their tax
21 preparer/accountant, and any other legal representative of Named Plaintiffs, prior to filing the Motion
22 for Preliminary Approval and submission of this Agreement to the Court. Named Plaintiffs further
23 acknowledge that at no time will they disclose details of the negotiations leading to this Settlement,
24 including information learned during or after mediation.

25 To the extent permitted by applicable law and in order to implement the Settlement, Named
26 Plaintiffs agree that they will not make any defamatory or disparaging statements about Defendant
27 or any Released Party. However, Named Plaintiffs are not precluded from submitting, and are
28

contemplated to submit, declarations in support of certification of the Class for purposes of this Settlement and to support their receipt of a Service Payment.

To the extent documents produced, formally or informally, by Defendant during the course of the Action are confidential or otherwise subject to confidentiality, Named Plaintiffs and Class Counsel agree to maintain the confidentiality of such materials.

Notwithstanding the above, Plaintiffs' counsel may reference publicly-available information about the settlement in their declarations establishing their qualifications as counsel in other cases.

Section 7.16: Authorization to Act

The signatories hereby represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

Section 7.17: No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of entering into and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

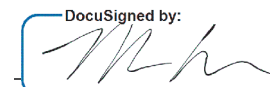
Dated: 4/15/2025

Aaron Alvarez

By:  Signed by: _____
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Dated: 4/11/2025

Michael Armour

By:  DocuSigned by: _____
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Dated: 4/18/2025

AMAROK LLC

By: Nathan Leaphart
(Signature)
Nathan Leaphart
(Printed Name)
CFO
(Title)

EXHIBIT A

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

Aaron Alvarez and Michael Armour v. Amarok LLC,
Sacramento County Superior Court, Case Nos. 24CV008395 (CLASS), 24CV013383 (PAGA)

***The Sacramento County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from employee class and representative action lawsuits (“Actions”) against Amarok LLC (“Defendant”) for alleged wage and hour violations. The Actions were filed by former employees, Aaron Alvarez and Michael Armour, and seek (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees (“Class Members”) who worked for Defendant during the Class Period (April 30, 2020 to XXXX); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (April 30, 2023 to XXXX) (“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 PAGA 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 didn’t work 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 during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY**. You will be deemed to have 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 Plaintiffs and Plaintiffs’ 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant Amarok LLC at some point(s) between April 30, 2020 through XXXX, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also a "PAGA Member" if you worked for Defendant during the "PAGA Period," which is April 30, 2023 through XXXX.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Sacramento County Superior Court. The case is titled *Aaron Alvarez and Michael Armour v. Amarok LLC*, Case Nos. 24CV008395 (CLASS) and 24CV013383 (PAGA) filed in Sacramento County Superior Court. The persons who sued, Aaron Alvarez and Michael Armour, are the Plaintiffs, and the company sued, Amarok LLC, is the Defendant.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiffs in the lawsuits alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay miss rest period premiums; (5) failure to pay all wages earned and unpaid at separation; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify all necessary business expenditures; (8) failure to produce employment records; (9) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* In addition, Plaintiffs are seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiffs' claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiffs) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiffs or Defendant on the merits of the claims alleged in the lawsuit. Plaintiffs believe they would win at trial. Defendant thinks that Plaintiffs' lawsuit would not proceed to a trial and/or that Plaintiffs would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiffs, as well as Plaintiffs' lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all current and former hourly, non-exempt employees who were employed by Defendant in State of California at any time from April 30, 2020 through XXXX.

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$100,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of one-third of the GSA or \$33,333.33 and reimbursement for reasonable costs, not to exceed \$15,000.00; Enhancement Awards of \$5,000.00 each to the two Plaintiffs (for Plaintiffs’ work and efforts prosecuting this case); a PAGA Penalties payment of \$10,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action Administration, not to exceed \$3,500.00. The exact amount of the Class Counsel’s Costs, Class Representative Incentive Awards, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately **\$28,166.67**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$10,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$7,500.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$2,500.00, will be distributed to the PAGA Members as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also a PAGA Member, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (April 30, 2020 to XXXX). Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from April 30, 2023 to XXXX (“PAGA Period”), you are also a PAGA Member and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each PAGA Member in comparison to the total amount of PAGA Pay Periods worked by all PAGA Members during the PAGA Period. One hundred percent (100%) of each Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also PAGA Members, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as PAGA Members cannot opt-out of the PAGA portion of the Settlement. *See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on _____, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Date of Finality of the Settlement will be 60 days after the date of entry of the Court's Order granting final approval.

Following the Date of Finality, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and PAGA Members approximately 45 days later.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance checks shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, shall be transmitted to the Katherine and George Alexander Community Law Center at the Santa Clara University School of Law.

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Settled Class Claims described below against Defendant and each of its current and former shareholders, board members, directors, officers, employees, managers, independent contractors, members, investors, insurers, parent companies, subsidiaries, affiliates, and counsel ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

Release of Settled Class Claims: All Settlement Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all Settled Class Claims against any and all Released Parties. The "Settled Class Claims" means all claims, charges, complaints,

liens, demands, causes of action, obligations, damages and liabilities, whether known or unknown, that arise during the Class Period that each Settlement Class Member had, now has, or may hereafter claim to have against the Released Parties and that were asserted in the Complaint, or that could have been asserted in the Complaint based on any of the facts or allegations in the Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. The Settled Class Claims specifically include, but are not limited to claims for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods or premium pay in lieu thereof, failure to provide rest periods or premium pay in lieu thereof, failure to timely pay final wages at termination, failure to provide complete and accurate itemized wage statements, failure to reimburse business expenses, civil, unfair business practices, and including and not limited to, for violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, and Industrial Welfare Commission Wage Orders.

Release of Settled PAGA Claims: If you are an Aggrieved Employee (i.e. if you worked for Defendant during the PAGA Period), you will also release all claims all claims for civil penalties pursuant to PAGA that were asserted, or could have been asserted, or that arise, whether known or unknown, during the PAGA Period, based for any of the alleged violations of the California Labor Code and/or Industrial Welfare Commission Wage Orders that were asserted, or could have been asserted, within the PAGA Complaint and Notice based on any facts or allegations therein, including, but not limited to, violations of California Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 210, 213(d), 216, 218.5, 218.6, 223, 225.5, 226, 226(a), 226(e), 226(f), 226(h), 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.5, 432, 432.5, 432.7, 510, 512, 558.1, 1102.5, 1024.5, 1174, 1174.5, 1174(d), 1194, 1194(a), 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 1198.5, 1527, 2699, 2699(f)-(g), 2699.3, 2699(a), 2802, 2802(a), 2802(b), 2810.5, 3366, 3457, 8397.4, 6401 and Industrial Welfare Commission Wage Orders..

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than [45 days after Class Notice is Mailed]. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

Apex Class Action Administration
AMAROK LLC Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (April 30, 2023 through XXXX). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [45 days after Class Notice is Mailed].

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

If you exclude yourself, you will not receive any money from this Settlement, except for any PAGA Individual Payment (if you are a PAGA Member). However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas (SBN 187324)
John.yslas@wilshirelawfirm.com
Samantha A. Smith (SBN 233331)
Samantha.smith@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
Eugene.zinovyev@wilshirelawfirm.co
John Brown (SBN 233605)
John.brown@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
gabriella.sole@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve \$33,333.33 (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$15,000.00 in litigation costs and expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Plaintiffs Aaron Alvarez and Michael Armour in the amount of \$5,000.00 each, in addition to Plaintiffs' Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiffs have spent in service to the Class as the Class Representative. The Court may award a Class Representative less than what is requested.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before _____, 2025, at the following address:

Apex Class Action Administration
AMAROK LLC Settlement
XXXXX
City, State, XXXXX
Email:
Fax

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at _____ on _____ in Department 23 of the Sacramento County Superior Court, located at Gordon D. Schaber Superior Court 720 Ninth Street, Sacramento, CA 95814, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will

also be asked to approve the requests for the Class Representative Incentive Awards and the Class Counsel Fees and Costs Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, [INSERT] by calling toll free 1-800_____, or you can write to the Administrator at the following address:

[INSERT]
AMAROK LLC Settlement
XXXXX
City, State, XXXXX
Email:
Fax

PLEASE DO NOT TELEPHONE THE COURT OR AMAROK LLC'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.