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11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SACRAMENTO**

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

Plaintiffs,

17 v.

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

20 *Defendants.*
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Case No.: 24CV008395 (Lead Case)
Case No.: 24CV013383

Assigned for all purposes to:
Hon. Jill H. Talley
Dept. 23

**DECLARATION OF KARLA NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Final Approval Hearing:
Date: October 17, 2025
Time: 9:00 a.m.
Dept.: 23

Action Filed: April 30, 2024

DECLARATION OF KARLA NAVA

I, Karla Nava, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above-captioned matter, *Aaron Alvarez and Michael Armour v. Amarok LLC*. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally acquainted with the information contained herein, and in the event of being summoned to provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

2. Apex Class Action’s team has been directly involved with class action administration for a combined 75 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the Court to provide notification services and claims administration, pursuant to the terms of the Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Court Approved Notice Of Class Action and PAGA Settlement and Hearing Date for Final Court Approval*, (referred to as “Class Notice”); (b) receiving and processing requests for exclusion; (c) resolving disputes among Settlement Class Members regarding the number of workweeks recorded by Defendants during the Class Period, as stated on their individualized Class Notice.; (d) calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or

1 as ordered by the Court for Apex to perform.

2 4. On May 19, 2025, Counsel for the Plaintiff provided Apex with the Court-approved
3 content for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received
4 approval from the Parties' Counsel before being mailed.

5 5. On June 18, 2025, Counsel for the Defendants provided Apex with the class data file,
6 comprising the Class Member's name, last known home or mailing address, Social Security number,
7 dates of employment, and the number of qualifying workweeks and, Qualifying PAGA workweeks
8 worked during the Class Period. The data file was successfully uploaded to our database, where it
9 underwent a thorough review to identify any duplicates or potential inconsistencies. The Class List
10 consisted of a total of 48 individuals.

11 6. In preparation for the mailing process, all 48 names and addresses listed in the Class List
12 underwent verification and updating against the National Change of Address (NCOA) database
13 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
14 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class
15 Notice. The NCOA database contains records of requested address changes submitted to the USPS. If
16 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice.
17 However, in cases where no updated address was found in the NCOA database, the original address
18 provided by Counsel for Defendants was used for the mailing of the Notice Packet.

19 7. On July 3, 2025, The Class Notice was sent to all 48 individuals listed in the Class List
20 using U.S First Class Mail. A copy of the mailed Class Notice is attached hereto as **Exhibit A**.

21 8. As of the date of this declaration, our office has received 5 returned Class Notices as
22 undeliverable. Apex conducted a computerized skip trace on the 5 returned Class Notices in order to
23 acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted
24 in obtaining 5 updated addresses, to which we promptly re-mailed the Class Notices via U.S First Class
25 Mail.

26 9. As of the date of this declaration, there have been 5 Class Notices re-mailed as a result of
27 Apex's skip-tracing efforts.

28 10. As of the date of this declaration, 0 Class Notices have been considered undeliverable.

1 11. As of the date of this declaration, Apex has not received any requests for exclusion. The
2 deadline for submitting a request for exclusion from the Settlement was August 18, 2025.

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement.
4 The deadline for submitting a written objection to the Settlement was August 18, 2025.

5 13. As of the date of this declaration, Apex has not received any disputes from Class
6 Members. The deadline for submitting a dispute was August 18, 2025.

7 14. As of the date of this declaration, Apex will report 48 Participating Class Members,
8 constituting 100% of the total 48 Settlement Class Members.

9 15. The total number of workweeks worked by Participating Class Members during the Class
10 Period is 3,749. The Net Settlement Amount available to Participating Class Members is estimated to be
11 \$36,579.43 and was calculated by subtracting the requested attorneys' fees (\$36,694.43), the amount
12 requested for litigation costs and expenses (\$13,309.42), the two requested Plaintiffs Incentive Awards
13 totaling (\$10,000.00), the requested Settlement Administration Costs (\$3,500.00), from the Gross
14 Settlement Amount (\$110,083.28).

15 16. The *highest* Individual Settlement Payment to a Participating Class Member is currently
16 estimated to be approximately \$2,536.85, the *average* Individual Settlement Payment is currently
17 estimated to be approximately \$762.07, and the *lowest* Individual Settlement Payment is currently
18 estimated to be approximately \$19.51. A portion of these amounts is subject to employee-side tax and
19 withholdings, pursuant to the Settlement Agreement.

20 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$2,500.00) will be allocated to
21 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
22 cannot opt out of the PAGA settlement. There are 33 Aggrieved Employees who worked a total of 1,082
23 pay periods during the PAGA Period.

24 18. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$122.46,
25 the *average* individual PAGA share is approximately \$75.76, and the *lowest* individual PAGA share is
26 approximately \$16.17.

19. Plaintiff Aaron Alvarez's Individual Settlement Payment is estimated to be \$1,805.07 and his individual PAGA share is estimated to be \$36.97. Plaintiff Michael Armour's Individual Settlement Payment is estimated to be \$761.06 and his individual PAGA share is estimated to be \$20.79.

20. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred and anticipated expenses, amount to \$3,500.00. Apex will proceed with additional tasks related to this matter, such as calculating settlement award payments, issuing and mailing settlement award checks, handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed upon by the Parties or ordered by the Court for Apex to undertake.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct, and that this Declaration was executed this 24th day of September 2025, in Irvine, California.

Karla Nava

KARLA NAVA

Exhibit A

Armour v. Amarok LLC
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

Apex ID: «Apex_ID»
«First_Name» «Last_Name»
«Address_1»
«City», «State» «Zip»

«D»

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 May 19, 2025); 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 May 19, 2025) (“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 \$«Est_Class_PMT» (less withholding) and your Individual PAGA Payment is estimated to be \$«Est_PAGA_PMT»**. 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 «Class_Workweeks» Workweeks during the Class Period and you worked «PAGA_Pay_Periods» 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 May 19, 2025, 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 May 19, 2025.

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.

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 May 19, 2025.

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 May 19, 2025). 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 May 19, 2025 ("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 October 17, 2025, 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 August 18, 2025. 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, LLC
AMAROK LLC Settlement
P.O. Box 54668, Irvine, CA 92619
Email: claims@apexclassaction.com
Telephone: (800) 355 - 0700
Fax: (949) 989-4428

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 May 19, 2025). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

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 August 18, 2025.

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.

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 August 18, 2025, at the following address:

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

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 9:00 a.m. on October 17, 2025, 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, APEX Class Action LLC by calling toll free 1-800 -355 - 0700, or you can write to the Administrator at the following address:

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

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.