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

JOSE RAMIRO LOBATO BARCENAS and  
KAITLYN HORTON, individually, on behalf of  
all others similarly situated, and on behalf of the  
State of California and other aggrieved persons,

*Plaintiffs,*

v.

BAMBUZA OC VENTURES LLC, a California  
limited liability company; BAMBUZA SMF  
VENTURES LLC, a California limited liability  
company; and DOES 1 through 10, inclusive,

*Defendants.*

Case No.: 30-2024-01415928-CU-OE-CXC

*Assigned for all purposes to:*  
*Hon. Melissa R. McCormick*  
*Dept. CX105*

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

PRELIMINARY APPROVAL HEARING

Date: October 1, 2026

Time: 2:00 p.m.

Dept: CX105

Res #: 74875173

1           The Court has before it Plaintiffs Jose Ramiro Lobato Barcenas and Kaitlyn Horton's  
2 ("Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement. Having  
3 reviewed the Motion for Preliminary Approval of Class Action and PAGA Settlement, the  
4 Declaration of Arrash T. Fattahi, the Class and PAGA Settlement Agreement and Class Notice  
5 (which is referred to here as the "Settlement Agreement"), and good cause appearing, the Court  
6 hereby finds and orders as follows:

7           1.       The Court finds on a preliminary basis that the Settlement Agreement appears to  
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.  
9 The Court grants preliminary approval of the Settlement and the Class based upon the terms set  
10 forth in the Settlement Agreement between Plaintiffs and Defendants Bambuza OC Ventures  
11 LLC and Bambuza SMF Ventures LLC ("Defendants," and together with Plaintiffs, the  
12 "Parties"), attached to the Declaration of Arrash T. Fattahi in Support of Motion for Preliminary  
13 Approval of Class Action and PAGA Settlement as Exhibit 3 and attached herein as Exhibit 1.

14           2.       The Settlement falls within the range of reasonableness of a settlement which  
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,  
16 subject only to any objections that may be raised at the Final Approval Hearing and final  
17 approval by this Court. The Court notes that Defendants have agreed to create a common fund  
18 of \$425,000.00 to cover (a) settlement payments to class members who do not validly opt out;  
19 (b) a \$35,000.00 allocation toward claims for civil penalties under the Private Attorneys General  
20 Act ("PAGA"), with 65% of which (\$22,750.00) being paid to the State of California, Labor &  
21 Workforce Development Agency ("LWDA") and 35% (\$12,250.00) being paid to eligible  
22 Aggrieved Employees; (c) Class Representative Service Payments of up to \$5,000.00 to Plaintiff  
23 Jose Ramiro Lobato Barcenas and \$10,000.00 to Plaintiff Kaitlyn Horton; (d) Class Counsel's  
24 Fees, up to one-third (1/3) of the Gross Settlement Amount (\$141,666.66), and up to \$20,000.00  
25 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement  
26 Administration Costs of up to \$6,500.00.

27           3.       The Court preliminarily finds that the terms of the Settlement appear to be within  
28 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

1 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair  
2 and reasonable to the class members when balanced against the probable outcome of further  
3 litigation relating to class certification, liability and damages issues, and potential appeals; (2)  
4 significant informal discovery, investigation, research, and litigation have been conducted such  
5 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;  
6 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented  
7 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as  
8 the result of intensive, serious, and non-collusive negotiations between the Parties with the  
9 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds  
10 that the Settlement Agreement was entered into in good faith.

11 4. A final fairness hearing on the question of whether the proposed Settlement,  
12 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement  
13 of claims for penalties under the PAGA, and the Class Representative Service Payments should  
14 be finally approved as fair, reasonable and adequate as to the members of the Class is hereby  
15 set in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class  
17 (the "Settlement Class"): "all persons employed by BAMBUZA in California and classified as  
18 an hourly-paid non-exempt employee who worked for BAMBUZA during the Class Period."

19 6. "Class Period" means the period from March 29, 2021 to May 6, 2025.

20 7. "Aggrieved Employees" means a person employed by BAMBUZA in California  
21 and classified as an hourly-paid non-exempt employee who worked for BAMBUZA during the  
22 PAGA Period. "PAGA Period" means the period from June 20, 2023 to May 6, 2025.

23 8. The Court finds, for settlement purposes only, that the Settlement Class meets the  
24 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the  
25 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions  
26 of law and fact that are common, or of general interest, to all Settlement Class Members, which  
27 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the  
28 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect

the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

9. The Court appoints as class representatives, for settlement purposes only, Plaintiffs Jose Ramiro Lobato Barcenas and Kaitlyn Horton. The Court further preliminarily approves Plaintiffs' ability to request Class Representative Service Payments up to \$5,000.00 to Plaintiff Jose Ramiro Lobato Barcenas and \$10,000.00 to Plaintiff Kaitlyn Horton.

10. The Court appoints, for settlement purposes only, Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount (\$141,666.66), and costs not to exceed \$20,000.00.

11. The Court appoints APEX Class Action Administrators ("APEX") as the Settlement Administrator with reasonable administration costs estimated not to exceed \$6,500.00.

12. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement as **Exhibit A**, along with the Opt-Out Form/Request for Exclusion, and Class Workweek Dispute Form. The Court finds on a preliminary basis that the plan for distribution of the Class Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

13. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

14. Any class member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

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1           15.     The Court orders the following Implementation Schedule:

|                                                    |                                                |
|----------------------------------------------------|------------------------------------------------|
| 2     Defendants to provide Class List and Data to | Not later than 15 days after the Court grants  |
| 3     the Settlement Administrator                 | Preliminary Approval of the Settlement         |
| 4     Settlement Administrator to mail the Notice  | In no event later than 14 days after receiving |
| 5     Packets                                      | the Class Data                                 |
| 6     Response Deadline                            | 45 calendar days after Notice is mailed out    |
| 7                                                  | by the Settlement Administrator                |
| 8     Deadline to file Motion for Final Approval,  | 16 court days before hearing on Motion for     |
| 9     Request for Attorneys' Fees and Costs, and   | Final Approval                                 |
| 10    Service Payment to Plaintiffs                |                                                |
| 11                                                 | _____, 2026 at _____                           |
| 12    Final Approval Hearing                       | a.m./p.m. [ <b>suggested, March 5, 2027 at</b> |
| 13                                                 | <b>2:00 p.m.</b> ]                             |

14           16.     The Court further ORDERS that, pending further order of this Court, all proceedings  
15 in this lawsuit, except those contemplated herein and in the settlement, are stayed.

16           **IT IS SO ORDERED.**

17  
18     DATE:

\_\_\_\_\_  
Hon. Melissa R. McCormick  
Judge of the Orange County Superior Court

# **EXHIBIT 1**

# CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Jose Ramiro Lobato Barcenas and Kaitlyn Horton (collectively, the “Plaintiffs”) and defendants Bambuza OC Ventures LLC and Bambuza SMF Ventures LLC (collectively, “BAMBUZA”). The Agreement refers to Plaintiffs and Bambuza collectively as “Parties,” or individually as “Party.”

## 1. DEFINITIONS.

- 1.1. “Action” means the lawsuit alleging wage and hour violations against Bambuza captioned *Jose Ramiro Lobato Barcenas, et al. v. Bambuza OC Ventures LLC, et al.*, initiated on July 30, 2024, and pending in the Superior Court of the State of California, County of Orange (Case No. 30-2024-01415928-CU-OE-CXC).
- 1.2. “Administrator” means APEX Class Action Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means a person employed by BAMBUZA in California and classified as an hourly-paid non-exempt employee who worked for BAMBUZA during the PAGA Period.
- 1.5. “Class” means all persons employed by BAMBUZA in California and classified as an hourly-paid non-exempt employee who worked for BAMBUZA during the Class Period.
- 1.6. “Class Counsel” means Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm, PLC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in BAMBUZA’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either

a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from March 29, 2021 to May 6, 2025.
- 1.13. “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Orange.
- 1.16. “BAMBUZA” or “Defendants” means Defendants Bambuza OC Ventures LLC and Bambuza SMF Ventures LLC.
- 1.17. “Defense Counsel” means Eugene C. Ryu and Zain Zubair of K&L Gates LLP.
- 1.18. “Effective Date” is defined as the date that all of the following events have occurred: (i) the Court has held a formal fairness hearing and entered the Court’s Final Order and Judgment; and (ii) the later of the following events: (A) when the period for filing any appeal, writ, intervention, or other proceeding opposing the Settlement has elapsed without any appeal, writ, intervention, or other proceeding having been filed; (B) when any appeal, writ, intervention, or other proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ, intervention, or other proceeding has upheld the Court’s Final Order and Judgment with no right to pursue further remedies or relief. If the Court declines to approve the Settlement or the Effective Date otherwise fails to occur, the entire Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached. All negotiations, statements and proceedings and data relating thereto shall be protected by Evidence Code section 1152 and shall be without prejudice to the

rights of any of the Parties.

- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means \$425,000.00 which is the total amount BAMBUZA agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (m).
- 1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for BAMBUZA for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from June 20, 2023 to May 6, 2025.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 1.33. “PAGA Notice” means Plaintiff Jose Ramiro Lobato Barcenas’ June 20, 2024 letter and Plaintiff Kaitlyn Horton’s October 18, 2024 letter to BAMBUZA and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$12,250.00) and 65% to the LWDA (\$22,750.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiffs” means Jose Ramiro Lobato Barcenas and Kaitlyn Horton, the named Plaintiffs in the Operative Complaint.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41. “Released Parties” means: BAMBUZA and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and assigns.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall

have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member worked for BAMBUZA for at least one day, during the Class Period.

## **2. RECITALS.**

2.1 On July 30, 2024, Plaintiff Barcenas commenced this Action by filing a Complaint alleging causes of action against BAMBUZA for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to provide accurate itemized wage statements, failure to indemnify employees for expenditures, and unfair business practices. On February 13, 2025, Plaintiff Barcenas filed a First Amended Complaint to add additional facts to the complaint. After the execution of this agreement, Plaintiffs will file a Second Amended Class & Representative Action Complaint, making Kaitlyn Horton a named plaintiff in this Action and adding an additional cause of action for Defendant’s failure to timely pay final wages and an additional cause of action for civil penalties under the Private Attorneys General Act (“PAGA”) (the “Operative Complaint”). Plaintiff Barcenas will dismiss Case No. 30-2024-01433210-CU-OE-CXC after the SAC is filed. BAMBUZA denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to BAMBUZA and the LWDA by sending the PAGA Notice.

2.3 On March 7, 2025, the Parties participated in an all-day mediation presided over by Phillip K. Cha, Esq. which ultimately led to this Agreement to settle the Action.

2.4 Prior to mediation and negotiating the Settlement, Plaintiffs obtained, through informal discovery, a sample of BAMBUZA’s timekeeping records, policies, and other information. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5 The Court has not granted class certification.

2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

## **3. MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, BAMBUZA promises to pay \$425,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. BAMBUZA has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to BAMBUZA.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$5,000.00 to Plaintiff Barcenas and not more than \$10,000.00 to Plaintiff Horton (totaling \$15,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). BAMBUZA will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the Motion for Final Approval, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099s. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$141,666.66 and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. BAMBUZA will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a Motion for Final Approval no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds BAMBUZA harmless, and indemnifies BAMBUZA, from any dispute or

controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$6,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. If there are any valid and timely requests for exclusion, the Settlement Administrator shall proportionately increase the Individual Class Payment for each Participating Class Member according to the number of workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$35,000.00 to be paid from the Gross Settlement Amount, with 65% (\$22,750.00) allocated to the LWDA PAGA Payment and 35% (\$12,250.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount

requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, BAMBUZA will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. BAMBUZA has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which BAMBUZA must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.2. Funding of Gross Settlement Amount. BAMBUZA shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay BAMBUZA's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.3. Payments from the Gross Settlement Amount. Within 14 days after BAMBUZA funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
  - 4.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA

Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.3.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds to The KABA Foundation pursuant to California Code of Civil Procedure section 384. The Parties have selected The KABA Foundation as the *cy pres* recipient. If the Court does not approve the *cy pres* designee, the Parties shall select a new *cy pres* designee, with approval by the Court.

4.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate BAMBUZA to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action and released under 6.2, below ("Plaintiff's Release."). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Participating Class Members Who Are Not Aggrieved Employees:

All class members who do not opt-out will release Defendants from any and all claims asserted in the Operative Complaint, and any future amendments to the Operative Complaint, including, but not limited to, all claims pleaded in the Operative Complaint and which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Operative Complaint, against the Defendants, for work performed during the Class Period, including but not limited to the following:

- (a) The claims set forth in the Operative Complaint, specifically: alleged unfair competition in violation of California Business and Professions Code section 17200; failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order; failure to authorize and permit rest periods in violation of California Labor Code sections 226.7 and 512; failure to provide wages when due in violation of California Labor Code sections 201 - 203; failure to provide accurate itemized wage statements in violation of California Labor Code section 226; failure to indemnify employees for expenditures in violation of California Labor Code section 2802; violation of California Labor Code section 204; and violation of the Private Attorneys General Act, California Labor Code sections 2698, *et seq.*, including but not limited to alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 215, 226, 226.3, 226.4, 226.6, 226.7, 510, 512, 558, 1194, 1198, 2802 and the applicable Industrial Wage Order(s);
- (b) or premiums in connection therewith, as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders that were alleged or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Operative Complaint;
- (c) Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the lawsuit; and
- (d) Any and all other claims under California common law, the California Labor Code, including but not limited to the Private Attorneys General Act, the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code, that reasonably could have been alleged based on the facts stated in the Operative Complaint and ascertained in the course of the action, as it applies to non-exempt, hourly-paid

employees that worked for Defendants in California only. In addition, to the extent required by law, the cashing of the settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing Defendants from any claims predicated under the FLSA that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Operative Complaint. The Settlement Administrator shall include a legend on the settlement check stating, “By cashing this check, I am opting into the settlement in *Jose Ramiro Lobato Barcenas, et al. v. Bambuza OC Ventures LLC, et al.*, Orange County Superior Court, Case Nos. 30-2024-01415928-CU-OE-CXC, under FLSA, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement.”

**5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees:**

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, and ascertained in the course of the Action including the failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, and failure to indemnify employees for expenditures.

**6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 BAMBUZA’s Declaration in Support of Preliminary Approval. Within 30 days of the full execution of this Agreement, BAMBUZA will prepare and deliver to Class Counsel a signed Declaration from BAMBUZA and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and BAMBUZA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

6.2 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (s)(2); (ii) a draft proposed Order Granting Preliminary Approval; (iii) a signed declaration from each of the Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; (iv) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all

necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (v) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **7. SETTLEMENT ADMINISTRATION.**

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

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

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

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

## 7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written

Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and

Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

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

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

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things,

tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

- 8. ESCALATOR CLAUSE.** BAMBUZA estimates that there are no more than 8,481 workweeks worked by the Class Members during the Class Period. This is a material representation for Plaintiffs to enter into this agreement. If the actual number of workweeks worked within the class period to May 6, 2025 exceeds one hundred and ten percent (110%) (i.e., more than 9,329 workweeks) of the estimate, then BAMBUZA will have the option to either increase the amount of the settlement pro rata for each percentage of increased workweeks over ten percent (10%) (e.g., if the number of workweeks increased by 11% to 9,413 workweeks, the Max Settlement Amount will increase by one percent (1%) or \$4,250) or elect to cut off the end date of the Class release period as of the date the

number of workweeks worked exceeded one hundred and ten percent of the estimated 8,481 workweeks.

**9. BAMBUZA’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, BAMBUZA may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if BAMBUZA withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, BAMBUZA will remain responsible for paying all Settlement Administration Expenses incurred to that point. BAMBUZA must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

**10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a Motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (s)(2), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members

who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

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

and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, BAMBUZA and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. All Parties, signatories and their counsel shall not encourage opt-outs or objections to this Agreement. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means. To avoid conflict of interest with respect to the Settlement, Class Counsel further agree that they shall not represent any Class Member or Aggrieved Employee in matters relating to the Settlement or release, including in connection with exclusions, objections, interventions, and/or appeals. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and BAMBUZA, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement

the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, BAMBUZA nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by BAMBUZA in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from BAMBUZA unless, prior to the Court's discharge of the Administrator's obligation, BAMBUZA makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement

is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Arrash T. Fattahi, Esq.  
Arman A. Salehi, Esq.  
WILSHIRE LAW FIRM  
660 S. Figueroa Street, Sky Lobby  
Los Angeles, California 90017  
Telephone: (213) 784-3830  
Facsimile: (213) 381-9989  
arrash.fattahi@wilshirelawfirm.com  
arman.salehi@wilshirelawfirm.com

To BAMBUZA:

Eugene C. Ryu, Esq.  
Zain Zubair, Esq.  
K&L Gates LLP  
10100 Santa Monica Blvd.  
8th Floor  
Los Angeles, CA 90067  
Telephone: 310-552-5000  
Facsimile: 310-552-5001  
gene.ryu@klgates.com  
zain.zubair@klgates.com

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

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The

Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

- 12.20 Re-Open Proceedings. The Parties agree that, in the event the settlement is not approved by the Court, or if the settlement is terminated by either Party under the provisions of this Agreement, the Parties will request that the Court reopen proceedings within thirty (30) calendar days.

*On Behalf of Plaintiff Jose Ramiro Lobato Barcenas:*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jose Ramiro Lobato Barcenas, Plaintiff

*On Behalf of Plaintiff Kaitlyn Horton:*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kaitlyn Horton, Plaintiff

*On Behalf of Defendants Bambuza OC Ventures, LLC and Bambuza SMF Ventures, LLC:*

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name: Erik Ward  
Title: Chief Development Officer

*Approved as to form:*

WILSHIRE LAW FIRM, PLC

Dated: \_\_\_\_\_

\_\_\_\_\_  
Arrash T. Fattahi  
Arman A. Salehi

Attorneys for Plaintiffs, the Class, and the  
Aggrieved Employees

K&L GATES LLP

Dated: \_\_\_\_\_

\_\_\_\_\_  
Eugene C. Ryu  
Zain Zubair

Attorneys for Defendants

# **EXHIBIT A**

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

*Jose Ramiro Lobato Barcenas, et al. v. Bambuza OC Ventures LLC, et al.*

Orange County Superior Court Case No. 30-2024-01415928-CU-OE-CXC

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

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Bambuza OC Ventures LLC and Bambuza SMF Ventures LLC (collectively, “Bambuza”) for alleged wage and hour violations. The Action was filed by former Bambuza employees Jose Ramiro Lobato Barcenas and Kaitlyn Horton (together, the “Plaintiffs”), and seeks payment of (1) unpaid minimum and straight time wages, (2) unpaid overtime, (3) unpaid meal period premiums, (4) unpaid rest break premiums, (5) untimely final wages, (6) inaccurate wage statements, (7) unreimbursed business expenses, and (8) unfair business practices for a class of hourly-paid or non-exempt employees (“Class Members”) who worked for Bambuza during the Class Period (March 29, 2021 to May 6, 2025); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly employees who worked for Bambuza during the PAGA Period (June 20, 2023 to May 6, 2025) (“Aggrieved Employees”). No court or jury has made any determination regarding the merits of Plaintiffs’ claims, or that the claim can be pursued as a class action. Bambuza denies all liability, and maintains that it has paid all employees all wages due, provided all required meal and rest breaks, timely paid all wages owed, and furnished accurate wage statements. The Parties have voluntarily reached a settlement to avoid the expenses and disruption of class litigation.

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

Based on Bambuza’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 Bambuza’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 Bambuza’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 a greater number of workweeks or pay periods during either time period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”).

The Court will also decide whether to enter a judgment that requires Bambuza to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Bambuza.

If you worked for Bambuza during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Bambuza.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the attached Request for Exclusion form or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Bambuza, and, if you are a PAGA Group Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

#### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

|                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                    | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Bambuza that are covered by this Settlement (Released Claims).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement.</b><br><br><b>The Opt-out Deadline is [date]</b> | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a completed Request for Exclusion form. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment stated above and will remain subject to the release of the Released PAGA Claims (defined below) regardless of whether you submit a request for exclusion.</p> |

|                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by [date]</b></p> | <p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members.</p> <p>You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p> |
| <p><b>You Can Participate in the [date] Final Approval Hearing</b></p>                                                                                                | <p>The Court’s Final Approval Hearing is scheduled to take place on [date]. You don’t have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>                                                                                                                                                                                                                                                                 |
| <p><b>You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by [date]</b></p>                       | <p>The amount of your Individual Class Settlement Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Bambuza’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.</p>                                                                                                                                            |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Bambuza employees. The Action accuses Bambuza of violating California labor laws for Bambuza’s Failure to Pay Minimum and Straight Time Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Breaks, Failure to Authorize and Permit Rest Periods, Failure to Timely Pay Final Wages at Termination, Failure to Provide Accurate Itemized Wage Statements, Failure to Indemnify Employees for Expenditures and Unfair Business Practices. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action (“Class Counsel”):

Wilshire Law Firm  
Arrash T. Fattahi  
Arman A. Salehi  
660 S. Figueroa St., Sky Lobby

Bambuza strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws, and maintains that it has paid all employees all wages due, provided all required meal and rest breaks, timely paid all wages owed, and furnished accurate wage statements.

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

So far, the Court has made no determination whether Bambuza or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Bambuza hired an experienced, neutral mediator in an effort to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Bambuza have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Bambuza does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Bambuza has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Bambuza Will Pay \$425,000 as the Gross Settlement Amount (Gross Settlement). Bambuza has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Bambuza will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or the later of the following events: (A) when the period for filing any appeal, writ, intervention, or other proceeding opposing the Settlement has elapsed without any appeal, writ, intervention, or other proceeding having been filed; (B) when any appeal, writ, intervention, or other proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ, intervention, or other proceeding has upheld the Court’s Final Order and Judgment with no right to pursue further remedies or relief.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to 1/3 of the Gross Settlement (currently estimated to be \$141,666.66) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$5,000.00 as a Class Representative Service Payment to Plaintiff Barcenas and up to \$10,000.00 as a Class Representative Service Payment to Plaintiff Horton (\$15,000.00 total) for filing the Action, working with Class Counsel and representing the Class. In addition to the Class Representative Service Payments requested, Plaintiffs will also receive Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$6,500.00 to the Administrator for services administering the Settlement.
- D. Up to \$35,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and Bambuza are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Bambuza will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be sent to the Court-approved cy pres recipient, The KABA Foundation, a non-profit legal services organization (the "Cy Pres Recipient"). Once your check is sent to the Cy Pres Recipient, you will have no way of recovering the settlement sum.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than \_\_\_\_\_, that you wish to opt-out. The easiest way to notify the Administrator is to complete and sign the Request for Exclusion form attached to this Notice by the \_\_\_\_\_ Response Deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Bambuza.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Bambuza have agreed that, in either case, the Settlement will be void: Bambuza will not pay any money and Class Members will not release any claims against Bambuza.
8. Administrator. The Court has appointed a neutral company, APEX Class Action Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Bambuza has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Bambuza or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All class members who do not opt-out will release Defendants (as defined in the

Agreement) from any and all claims asserted in the Operative Complaint, and any future amendments to the Operative Complaint, including, but not limited to, all claims pleaded in the Operative Complaint and which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Operative Complaint, against the Defendants, for work performed during the Class Period, including but not limited to the following:

- (e) The claims set forth in the Operative Complaint, specifically: alleged unfair competition in violation of California Business and Professions Code section 17200; failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order; failure to authorize and permit rest periods in violation of California Labor Code sections 226.7 and 512; failure to provide wages when due in violation of California Labor Code sections 201 - 203; failure to provide accurate itemized wage statements in violation of California Labor Code section 226; failure to indemnify employees for expenditures in violation of California Labor Code section 2802; violation of California Labor Code section 204; and violation of the Private Attorneys General Act, California Labor Code sections 2698, *et seq.*, including but not limited to alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 215, 226, 226.3, 226.4, 226.6, 226.7, 510, 512, 558, 1194, 1198, 2802 and the applicable Industrial Wage Order(s);
- (f) or premiums in connection therewith, as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders that were alleged or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Operative Complaint;
- (g) Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the lawsuit; and
- (h) Any and all other claims under California common law, the California Labor Code, including but not limited to the Private Attorneys General Act, the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code, that reasonably could have been alleged based on the facts stated in the Operative Complaint and ascertained in the course of the action, as it applies to non-exempt, hourly-paid employees that worked for Defendants in California only. In addition, to the extent required by law, the cashing of the settlement check by the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing Defendants from any claims predicated under the FLSA that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Operative Complaint. The Settlement Administrator shall include a legend on the settlement check stating, "By cashing this check, I am opting into the settlement in *Jose Ramiro Lobato Barcenas, et al. v. Bambuza OC Ventures LLC, et al.*, Orange County Superior Court, Case No. 30-2024-01415928-CU-OE-CXC, under FLSA, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Agreement."

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Bambuza has fully funded the Gross Settlement and separately paid the employer-side payroll taxes, all Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, and ascertained in the course of the Action including the failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, and failure to indemnify employees for expenditures.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,250.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Group Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Bambuza's records, are stated in the first page of this Notice. You have until \_\_\_\_\_ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending the completed Class Workweek Dispute Form attached to this Notice to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Bambuza's calculation of Workweeks and/or Pay Periods based on Bambuza's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Bambuza's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

#### **5. HOW WILL I GET PAID?**

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

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

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

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

Should you wish to opt out of the Settlement, you must complete and sign the attached Request for Exclusion form, notifying the Administrator that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request and include your identifying information (full name, address, telephone number, and last four digits social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by \_\_\_\_\_, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Bambuza are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as the Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

\_\_\_\_\_ (url) or the Court's website \_\_\_\_\_ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is \_\_\_\_\_.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Jose Ramiro Lobato Barcenas, et al. v. Bambuza OC Ventures LLC, et al.*, Case No. 30-2024-01415928-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment for Bambuza and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_\_ at (time) in Department \_\_\_\_ of the Orange County Superior Court, Civil Complex Center, located at 751 S. Santa Ana Blvd., Santa Ana, California 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. For more information on how to appear at the hearing virtually, please visit (<https://www.occourts.org/general-information/remote-appearance-information>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website \_\_\_\_\_ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Bambuza and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to \_\_\_\_\_ (specify entity)'s website at \_\_\_\_\_ (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to the following link (<https://www.occourts.org/online-services/case-access>) and entering the Case Number for the Action, Case No. 30-2024-01415928-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office by calling (657) 622-6878.

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

### Class Counsel:

Wilshire Law Firm

Arrash T. Fattahi

Arman A. Salehi

660 S. Figueroa St., Sky Lobby

Los Angeles, CA 90017

Phone: (213) 784-3830

[arrash.fattahi@wilshirelawfirm.com](mailto:arrash.fattahi@wilshirelawfirm.com)

[arman.salehi@wilshirelawfirm.com](mailto:arman.salehi@wilshirelawfirm.com)

### Settlement Administrator:

APEX Class Action Administrators

Email Address:

Mailing Address:

Telephone:

Fax Number:

#### **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If you do not cash your check or request a replacement by the deadline stated on the check itself, the money will be sent to the Cy Pres Recipient. Once your check is sent to the Cy Pres Recipient, you will have no way of recovering the settlement sum.

#### **11. WHAT IF I CHANGE MY ADDRESS?**

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

[COMPLETE THIS FORM *ONLY IF YOU CHOOSE TO*  
*NOT* PARTICIPATE IN THIS SETTLEMENT AND  
CHOOSE *NOT* TO RECEIVE A SETTLEMENT SHARE]

**OPT-OUT FORM / REQUEST FOR EXCLUSION**

*Jose Ramiro Lobato Barcenas, et al. v. Bambuza OC Ventures LLC, et al.*  
ORANGE COUNTY SUPERIOR COURT CASE NUMBER 30-2024-01415928-CU-OE-CXC

**INSTRUCTIONS:** TO OPT-OUT OF THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE [+45 DAYS FROM MAILING], ADDRESSED TO:

Apex Class Action Administrators  
[<<ADDRESS>>]

Please fill in all of the following information (type or print):

NAME (First, Middle, Last): \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP CODE: \_\_\_\_\_  
TELEPHONE NUMBERS: Home: \_\_\_\_\_ Work: \_\_\_\_\_

**IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING  
THIS FORM POSTMARKED ON OR BEFORE [DATE].**

I [insert your name] \_\_\_\_\_ wish to be excluded from the Settlement Class in the case of *Jose Ramiro Lobato Barcenas, et al. v. Bambuza OC Ventures LLC, et al.*, Orange County Superior Court, Case Number 30-2024-01415928-CU-OE-CXC

I understand I will not receive money from the proposed class action settlement.

I further verify that the following is true: My name, address and other contact information are accurately set forth above. I received and had the opportunity to read the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval that were sent to me along with this Opt-Out Form/Request for Exclusion. I understand that by signing this side of the form, I voluntarily choose to exclude myself from the proposed settlement of this class action. **I understand that by excluding myself, I may not accept any money allocated for me in the proposed settlement and may not object to the settlement.** On the other hand, I also understand that if I wish to assert any claims related to those set forth in this lawsuit in my individual capacity, I shall have to do so separately. I understand that any such claims are subject to strict time limits, known as statutes of limitations, which restrict the time within which I may file any such action. I understand that I should consult with an attorney at my own expense if I wish to obtain advice regarding my rights with respect to this settlement or my choice to opt out of the settlement. Defendant has not encouraged me to opt out, and I choose to opt out of my own free will.

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Last four digits of Social Security Number \_\_\_\_\_

## CLASS WORKWEEK DISPUTE FORM

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

*Jose Ramiro Lobato Barcenas, et al. v. Bambuza OC Ventures LLC, et al.*  
Case No. 30-2024-01415928-CU-OE-CXC

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX -

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### INSTRUCTIONS

IF YOU WERE EMPLOYED BY BAMBUZA OC VENTURES LLC OR BAMBUZA SMF VENTURES LLC (“DEFENDANTS”) IN CALIFORNIA AS AN HOURLY-PAID OR NON-EXEMPT EMPLOYEE BETWEEN MARCH 29, 2021 AND MAY 6, 2025, THEN YOU ARE A SETTLEMENT CLASS MEMBER.

The amount of your estimated Settlement Payment is based upon the workweeks you worked for Defendant in California from March 29, 2021 to May 6, 2025.

“Workweek” is defined as any week in which you worked at least one (1) day during the calendar week. The number of workweeks applicable to your claim is set forth in Section I below. If you believe that the number of workweeks stated is incorrect, you may dispute the number of workweeks by submitting this completed Workweek Dispute Form with any supporting documents on or before [redacted] [45 days after initial mailing]. **If you believe that the number of workweeks stated below is correct, you do not have to do anything.**

If you have moved or may move in the future, you must immediately send your new address to the Settlement Administrator at <<ADDRESS>>; otherwise, your individual settlement payment may not reach you. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

#### **I. YOUR COMPENSABLE WORKWEEKS**

You worked as an hourly-paid or non-exempt employee for Defendant in California, which qualifies you as a Settlement Class Member, and your total number of workweeks are: <<NUMBER OF WORKWEEKS>>.

#### **II. YOUR ESTIMATED SETTLEMENT PAYMENT**

Based upon the number of workweeks stated above, your estimated pre-tax Settlement Payment is <<INSERT>>.

### III. CHALLENGE TO WORKWEEKS

If you wish to dispute the workweeks data listed, you must postmark your dispute and provide all supporting information and/or documentation, if any, to the Settlement Administrator by **<<NOTICE PERIOD DEADLINE>>**.

*Check the box below ONLY if you wish to dispute the data listed in Section I:*

☐ I wish to dispute the number of workweeks listed in Section I. I believe the correct amount of my workweeks is \_\_\_\_\_. I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Settlement Administrator.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Workweek Dispute Form is true and correct.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Print or Type Name: \_\_\_\_\_

\_\_\_\_\_

MAIL TO:

BARCENAS, *et al.* v. BAMBUZA OC VENTURES LLC, *et al.*  
CLASS ACTION SETTLEMENT

c/o

[Insert]  
address

\_\_\_\_\_

**IF YOU ARE CONTESTING THE AMOUNT OF YOUR WORKWEEKS, YOU MUST SIGN, POSTMARK, AND RETURN THIS FORM TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE «OPT-OUT DEADLINE».**