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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

OSCAR ROBLES, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

BALLY AMERICAS INC., a Delaware corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2024-01417922-CU-OE-CXC

(Assigned for all purposes to the Hon. William D. Claster, Dept. CX101)

DECLARATION OF TAYLOR MITZNER WITH RESPECT TO NOTICE AND SETTLEMENT ADMINISTRATION

Date: October 23, 2026
Time: 9:00 a.m.
Dept.: CX101

Action Filed: August 9, 2024
Trial Date: None Set

DECLARATION OF TAYLOR MITZNER

I, Taylor Mitzner, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Robles v. Bally Americas Inc.* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class Action Settlement, Pay Period Dispute Form,* and *Request for Exclusion Form* (collectively, the "Notice"); (ii) responding to inquiries from Class Members; (iii) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of workweeks submitted by Class Members; (iv) calculating the Net Settlement Amount and the Individual Settlement Payments to Class Members; (v) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and individual PAGA payments to PAGA Settlement Members; (vi) issuing the payment to Class Counsel for attorneys' fees and costs, the Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (vii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On July 24, 2026, Phoenix received a data file ("Class List") from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and pay periods for each Class Member and PAGA Settlement Member during the time periods from August 9, 2020 to November 1, 2025 ("Overtime Class Period"), August 9, 2021 to November 1, 2025 ("Sick Pay Class Period") and July 26, 2023 to November 1, 2025 ("PAGA Period"). The final mailing list contained one hundred eleven (111) individuals identified as Class Members.

4. On July 28, 2026, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On August 3, 2026, Phoenix mailed the Notice via U.S. first class mail to all one hundred eleven (111) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, zero (0) Notices have been returned to Phoenix.

7. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement is October 2, 2026.

8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement is October 2, 2026.

9. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute is October 2, 2026.

10. As of the date of this declaration, there are one hundred eleven (111) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. There are one hundred nine (109) Settlement Class Members who are part of the Overtime Class and forty-six (46) Settlement Class Members who are part of the Sick Pay Class.

11. The Settlement Agreement represents that there were five hundred (500) qualifying pay periods for the Overtime Class and one hundred fourteen (114) qualifying pay periods for the Sick Pay Class. It also represents that there were three hundred forty-five (345) overtime pay periods and seventy-seven (77) sick pay pay periods for the PAGA Settlement Members. If the actual number of Pay Periods attributed to the Settlement Class or PAGA Settlement Members increase by more than five percent (5%) during the Class Period or PAGA Period, respectively, Defendant agrees to increase the Gross Settlement Amount on a pro rata basis equal to the percentage increase in the number of Pay Periods above the 5% increase ("Escalator Clause").

a. The total Overtime Class pay periods were five hundred twenty-five (525), and so the Overtime Class pay periods did not trigger the Escalator Clause.

b. The total Sick Pay Class pay periods were one hundred thirteen (113), and so the Sick Pay Class pay periods did not trigger the Escalator Clause.

c. The total Overtime PAGA pay periods were three hundred seventy (370), and so the Overtime PAGA pay periods **did** trigger the Escalator Clause. The Overtime pay periods increased 2.25% over the allowed 5% increase, and so the additional amount due for the Gross Settlement Amount was $3,656.25. This brings the Gross Settlement Amount to $166,156.25.

d. The total Overtime PAGA pay periods were seventy-nine (79), and so the Overtime PAGA pay periods did not trigger the Escalator Clause.

12. The Net Settlement Amount of $74,277.97 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees (1/3rd of the increased Gross Settlement Amount, or $55,385.42), Class Counsel costs ($5,492.86), requested Enhancement Payment to Plaintiff Robles ($5,000.00), the PAGA Amount ($20,000.00), and the requested Settlement Administration Costs ($6,000.00) from the increased Gross Settlement Amount ($166,156.25).

13. Based upon the calculations stipulated in the Settlement and the increased Gross Settlement Amount, the highest individual settlement share to be paid is approximately $2,861.32, the lowest individual settlement share to be paid is approximately $99.04, while the average individual settlement share to be paid is approximately $675.25. Settlement Class Members will be issued payment of their individual settlement shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the individual settlement share.

14. Additionally, $20,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 65%, or $13,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 35%, or $7,000.00, of which shall be paid to all PAGA Settlement Members. There are seventy (70) PAGA Settlement Members who worked a total of one thousand ninety-five (1,095) pay periods

during the PAGA Period. The highest individual PAGA payment to be paid is approximately $325.53, the lowest individual PAGA payment to be paid is approximately $4.11, and the average individual PAGA payment to be paid is approximately $100.00.

15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

16. Phoenix's costs associated with the administration of this matter are $6,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this September 25, 2026, at Orange, California.

Taylor Mitzner
TAYLOR MITZNER

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Robles v. Bally Americas Inc.
Superior Court of California, County of Orange, Case No. 30-2024-01417922-CU-OE-CXC

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

To:	**All current and former non-exempt employees of Bally Americas Inc. in the State of California who (i) earned non-discretionary pay and overtime wages during the same pay period, from August 9, 2020, to November 1, 2025; or (ii) earned non-discretionary pay and paid sick leave during the same pay period, from August 9, 2021, to November 1, 2025.**

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Oscar Robles ("Plaintiff") against Bally Americas Inc. ("Defendant") on August 9, 2024. The case is currently pending in the Superior Court of California, County of Orange, Case No. 30-2024-01417922-CU-OE-CXC.

The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to pay overtime wages and paid sick leave wages at the regular rate of pay, failed to provide accurate itemized wage statements, and did not timely pay all wages owed at the end of employment. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act ("PAGA"). The lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties, and restitution. Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called a Class Representative sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Orange County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement"). On May 13, 2026, the Court granted preliminary approval of the Settlement, appointed Plaintiff Oscar Robles as the Class Representative, and appointed his attorneys at Diversity Law Group, P.C. and Polaris Law Group as counsel for the Class ("Class Counsel").

The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt employee in the State of California and non-discretionary pay (including incentives and commissions) and overtime wages during the same pay period, from August 9, 2020, to Novemb ("Overtime Class"); or (ii) earned non-discretionary pay (including incentives and commissions) and were paid sick leave during the same pay pe August 9, 2021, to November 1, 2025 ("Sick Pay Class").

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that certain Defendant will pay a maximum of One Hundred Sixty-Six Thousand One Hundred Fifty-Six Dollars and Twenty-Five Cents ($166,156.25) ("Gross Settlement Amount"). This includes all costs and attorneys' fees for Class Counsel.

The "Net Settlement Amount" is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit a timely and valid request for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

A. **Attorneys' Fees to Class Counsel** not to exceed one-third of the Gross Settlement Amount or Fifty-Five Thousand Three Hundred Eighty-Five Dollars and Forty-Two Cents ($55,385.42);

B. **Litigation Costs/Expenses to Class Counsel** not to exceed Eighteen Thousand Dollars ($18,000.00);

C. **Class Representative Enhancement Payment** in an amount not to exceed Five Thousand Dollars ($5,000.00);

D. **Settlement Administration Costs** which are currently estimated to be Six Thousand Dollars ($6,000.00); and

E. **PAGA Penalties** in the amount of Twenty Thousand Dollars ($20,000.00) for the settlement of claims arising under the Private Attorneys General Act. Sixty-five percent (65%) of this amount ($13,000.00) shall be paid to the California Labor and Workforce Development Agency ("LWDA"). The remaining thirty-five percent (35%) ($7,000.00) will be distributed to "PAGA Settlement Members" (defined below in this section) for the release of their claims as set forth in the "PAGA Released Claims," described below in Section 7.

The Net Settlement Amount will be apportioned between the Overtime Class and the Sick Pay Class. Seventy percent (70%) of the Net Settlement Amount will be allocated to the Overtime Class based on the number of pay periods with payment for overtime wages and non-discretionary remuneration in the same pay period, from August 9, 2020, to November 1, 2025. The remaining thirty percent (30%) of the Net Settlement Amount will be distributed equally among the Sick Pay Class.

"PAGA Settlement Members" include all current and former non-exempt employees of Defendant in California who received both non-discretionary remuneration (including incentives and commissions) and overtime and/or paid sick leave during the same pay period at any time during the period of July 26, 2023, through November 1, 2025 (the "PAGA Period").

[ONLY FOR PAGA SETTLEMENT MEMBERS: Your share of the PAGA Penalties is calculated on a *pro rata* basis based on the total number of pay periods worked by each PAGA Settlement Member with payment for both non-discretionary remuneration (including incentives and commissions) and overtime and/or paid sick leave during the same pay period at any time during the PAGA Period.]

The amount you are eligible to receive from the settlement, your "Individual Settlement Payment" includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Penalties.

Individual Settlement Payments to Overtime Class members will be apportioned as twenty percent (20%) wages and eighty percent (80%) penalties and interest. Individual Settlement Payments to Sick Pay Class members will be apportioned as one hundred percent (100%) penalties and interest. Individual Settlement Payments to PAGA Settlement Members will be apportioned as one hundred percent (100%) penalties.

The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each Class Member or PAGA Settlement Member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked «Total_Pay_Periods» pay periods during the Class Period [for PAGA Settlement Members: and «PAGA_Pay_Periods» pay periods during the PAGA Period]. Your Individual Settlement Payment is «ESA_Before_Paga» [Only for PAGA Settlement Members: Your estimated Individual Settlement Payment includes your estimated «PAGA_Amount» PAGA Payment Amount.]. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

This amount was determined based on Defendant's record of your employment between August 9, 2020, to November 1, 2025 / August 9, 2021, to November 1, 2025, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of pay periods attributed to you during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by **October 2, 2026**. All disputes regarding your pay periods will be addressed by you and the Parties or if you cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

Settlement Administrator
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do **not** have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Class Released Claims" that accrued during the "Class Period."

The "Released Parties" are Defendant, and each of its past and present agents, employees, clients, officers, directors, owners, partners, trustees, representatives, attorneys, parents, subsidiaries, related companies/corporations and/or partnerships, assigns, predecessors, successors, insurers, joint employers, potential and alleged joint employers, contractors, affiliates.

The "Class Released Claims" means all claims asserted in the Action, as amended through the operative Complaint, and/or reasonably could have been asserted in the Action, or the PAGA letter sent to the LWDA on Plaintiff's behalf, based on the facts and claims alleged in the Action and the operative Complaint, that accrued during the Class Period. The Class Released Claims include all claims for unpaid overtime wages, including, overtime compensation and interest; the calculation of the regular rate of pay; the calculation of paid sick leave; failure to provide accurate itemized wage statements; unfair business practices related to the Class Released Claims; penalties, including wage statement, recordkeeping, and waiting time penalties; and attorneys' fees and costs; all claims related to the Class Released Claims arising under: the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code sections 17200, *et seq*. This release excludes the release of claims not permitted by law.
The "Class Period" means the Overtime Class Period and the Sick Pay Class Period, collectively. The "Overtime Class Period" means the period of August 9, 2020, to November 1, 2025. The "Sick Pay Class Period" means the period of August 9, 2021, to November 1, 2025.

In addition, upon the complete funding of the Gross Settlement Amount, all PAGA Settlement Members will be deemed to release the Released Parties from the "PAGA Released Claims" that accrued during the PAGA Period, regardless of whether a Class Member submits a request for exclusion.

"PAGA Released Claims" means all claims for civil penalties under PAGA asserted in the July 26, 2024, PAGA letter sent to the LWDA and the Action, as amended through the operative Complaint, and/or reasonably could have been asserted in the Action, as amended, based on the facts and claims alleged in the Action and the operative Complaint, that accrued during the PAGA Period.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Released Parties with respect to the Class Released Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. (You cannot exclude yourself from the PAGA Released Claims.) If you exclude yourself, you will **not** receive your share of payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your pro rata share of the PAGA Penalties because the request for exclusion does not apply to the PAGA claims.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Class Released Claims you must submit a written request for exclusion. You may fill out and return the form attached as **Exhibit 1** or submit a document you prepare yourself. Regardless, you must include your name, address, and telephone number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: "I wish to exclude myself from the class action settlement in the matter of *Robles v. Bally Americas Inc.*"

The written request for exclusion must be mailed or faxed to the Settlement Administrator at the address listed below, post-marked by **October 2, 2026**. You cannot exclude yourself by phone.

Settlement Administrator
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You may still receive a portion of the PAGA Penalties if you worked between July 26, 2023, and November 1, 2025, because the request for exclusion does not apply to the PAGA Released Claims. If you exclude yourself, you will not be legally bound by the release of Class Released Claims.

If you exclude yourself, you may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Class Released Claims.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The Court has approved DIVERSITY LAW GROUP, P.C. and POLARIS LAW GROUP as Class Counsel. Their contact information is:

Larry W. Lee
Mai Tulyathan
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Class Counsel will ask the Court for attorneys' fees of up to $54,166.66 and reimbursement of litigation cost/expenses of up to $18,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

10. What if I want to object to this settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To submit a written objection, you must mail or fax your objection to the Settlement Administrator no later than **October 2, 2026**. Your objection must include your full name, address, and telephone number, and a written statement of all grounds for your objection. You may also come to the Final Approval Hearing on **October 23, 2026, at 9:00 a.m.,** and orally state your objection at that time, regardless of whether you submitted a written objection.

11. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you cannot object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

12. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend. The Court will hold the Final Approval Hearing on **October 23, 2026, at 9:00 a.m.,** in Department CX101 of the Superior Court of California, County of Orange County, located at 751 W. Santa Ana Boulevard, Santa Ana, California 92701.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. It is possible that the Court will reschedule the Final Approval Hearing. You should check the Court's website www.occourts.org beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

13. Do I have to come to the hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely is you wish. Further information regarding how to appear remotely can be found here: Appearance Procedure and Information - Civil Unlimited/Complex, located at https://www.occourts.org/general-information/remote-appearance-information.

14. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at robles-v-bally-americas.phoenixcases.com. You will also receive your portion of the settlement if you choose not to exclude yourself.

IF YOU DO NOTHING

15. What happens if I do nothing?

If you do nothing, you will receive your share of the Settlement, and you will release the Class Released Claims and PAGA Released Claims, if applicable. You will not be able to participate in any other lawsuit against Defendant or Released Parties about the Class Released Claims or PAGA Released Claims. Your Individual Settlement Payment will be mailed to you and will remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the State Controller's Office—Unclaimed Property Fund in the name of individual whose check remains uncashed.

GETTING MORE INFORMATION

16. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Settlement Administrator or Class Counsel. **You can also visit the Settlement Administrator website located at** robles-v-bally-americas.phoenixcases.com **to view key documents pertaining to the proposed Settlement.** You can also call Class Counsel or the Settlement Administrator using the contact information listed herein, or consult the Orange County Superior Court's website at www.occourts.org. You may view documents for a charge at the website, or you view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

WHAT IF MY INFORMATION CHANGES?

17. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

«PSA_ID»

PAY PERIOD DISPUTE FORM

Robles v. Bally Americas Inc.
Superior Court of California, County of Orange, Case No. 30-2024-01417922-CU-OE-CXC

COMPLETE AND SIGN THIS FORM IF YOU DISPUTE THE NUMBER OF PAY PERIODS WORKED DURING THE CLASS PERIOD [AND PAGA PERIOD]

I am/was employed by Bally Americas Inc. as a non-exempt employee in the State of California from August 9, 2020/August 9, 2021, to November 1, 2025.

The Class Notice states that I worked «Total_Pay_Periods» pay periods during the Class Period[, and «PAGA_Pay_Periods» pay periods during the PAGA Period].

I believe the above information is incorrect. I worked _____ pay periods during the Class Period [and _____ pay periods during the PAGA Period]. **Documentation showing the number of pay periods I worked is attached**.

Full Name: _____

Mailing Address: _____

Telephone Number: _____

_____ Dated: _____
Signature

THIS DOCUMENT MUST BE SENT VIA U.S. MAIL OR FAX POSTMARKED OR FAX-STAMPED NO LATER THAN **OCTOBER 2, 2026** TO:

Settlement Administrator
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

«PSA_ID»

REQUEST FOR EXCLUSION FORM

Robles v. Bally Americas Inc.
Superior Court of California, County of Orange, Case No. 30-2024-01417922-CU-OE-CXC

COMPLETE AND SIGN THIS FORM IF YOU WANT TO **EXCLUDE** YOURSELF FROM THE *ROBLES V. BALLY AMERICAS INC.* CLASS ACTION SETTLEMENT. YOU MAY **NOT** REQUEST EXCLUSION FROM THE PAGA CLAIMS

I am/was employed by Bally Americas Inc. as a non-exempt employee in the State of California from August 9, 2020/August 9, 2021, to November 1, 2025.

I wish to be excluded from the class action settlement reached in the matter of *Robles v. Bally Americas Inc.* I understand that by excluding myself I will not receive money from the class portion of the settlement.

Full Name: _____

Mailing Address: _____

Telephone Number: _____

_____ Dated: _____
Signature

THIS DOCUMENT MUST BE SENT VIA U.S. MAIL OR FAX POSTMARKED OR FAX-STAMPED NO LATER THAN **OCTOBER 2, 2026,** TO:

Settlement Administrator
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

IF YOU WANT TO RECEIVE MONEY FROM THE CLASS ACTION SETTLEMENT, **DO NOT** RETURN THIS FORM

Exhibit B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	101
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	100
Subtotal Admin Only	**$6,000.00**

Not-to-Exceed Total $6,000.00

For 101 Members

Pricing Good for Scope of Estimate Only

October 29, 2025

Case: Robles v. Bally Americas Opt-Out Administration

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Mai Tulyathan
Firm: Diversity Law Group, APC
Contact Number: (213) 488-6555
Email: ktulyathan@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 101 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$125.00	1	$125.00
Programming Database & Setup	$125.00	1	$125.00
Toll Free Setup*	$111.25	1	$111.25
Call Center & Long Distance	$2.00	16	$32.00
NCOA (USPS)	$50.00	2	$100.00
		Total	**$493.25**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$100.00	2	$200.00
Data Merge & Duplication Scrub	$0.35	101	$35.35
Notice Packet & Opt-Out Form	$1.25	101	$126.25
Estimated Postage (up to 2 oz.)*	$0.74	101	$74.74
Static Website	$200.00	1	$200.00
		Total	**$636.34**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	2	$110.00
Skip Tracing Undeliverables	$1.00	10	$10.10
Remail Notice Packets	$1.50	10	$15.15
Estimated Postage	$0.61	10	$6.16
Programming Undeliverables	$50.00	2	$100.00
		Total	**$241.41**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$150.00	1	$150.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	2	$110.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	3	$30.00
Case Manager	$85.00	2	$170.00
		Total	**$660.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	2	$250.00
Disbursement Review	$125.00	2	$250.00
Programming Manager	$100.00	2	$200.00
QSF Bank Account & EIN	$125.00	2	$250.00
Check Run Setup & Printing	$125.00	2	$250.00
Mail Class Checks *	$1.00	100	$100.00
Estimated Postage	$0.74	100	$74.00
		Total	**$1,374.00**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

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Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$100.00	3	$300.00
Remail Undeliverable Checks (Postage Included)	$1.75	20	$35.00
Case Associate	$50.00	3	$150.00
Reconcile Uncashed Checks	$85.00	2	$170.00
Conclusion Reports	$100.00	3	$300.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$110.00	2	$220.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$1,250.00	1	$1,250.00
		Total	**$2,595.00**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total:	**$6,000.00**

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TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.