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

17 L'RENZO VINCENTE SCOGGINS, an
18 individual, on behalf of himself and others
19 similarly situated,

20 **PLAINTIFF,**

21 vs.

22 TABER COMPANY, INC.; and DOES 1 to 50,
23 inclusive,

24 **DEFENDANTS.**

CASE NO.: 30-2019-01114752-CU-OE-CXC

[Assigned for All Purposes to the
Hon. David A. Hoffer, Dept. CX103]

**FIRST AMENDMENT TO THE CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

1 amended as follows:

2 “7.6 Challenges to Calculation of Workweeks. Each Class Member
3 shall have sixty (60) days after the Administrator mails the Class Notice
4 (plus an additional fourteen (14) days for Class Members whose Class
5 Notice is re-mailed) to challenge the number of Class Workweeks and
6 PAGA Pay Periods (if any) allocated to the Class Member in the Class
7 Notice. The Class Member may challenge the allocation by
8 communicating with the Administrator via fax, email, or mail. The
9 Administrator must encourage the challenging Class Member to submit
10 supporting documentation. In the absence of any contrary documentation,
11 the Administrator is entitled to presume that the Workweeks contained in
12 the Class Notice are correct so long as they are consistent with the Class
13 Data. While the Administrator and the Parties will attempt to resolve any
14 such dispute related to each Class Member’s allocation of Workweeks
15 and/or Pay Periods, the Court ultimately will decide any unresolved
16 dispute. The Administrator shall promptly provide copies of all
17 challenges to the calculation of Workweeks and/or Pay Periods to Defense
18 Counsel and Class Counsel and the Administrator’s determination on the
19 challenges.”

20 4. The Request for Exclusion (Opt-Outs) and authenticity of an opt-out request described in
21 Section 7.5.2 is amended as follows:

22 “7.5.2 The Administrator may not reject a Request for Exclusion as
23 invalid because it fails to contain all the information specified in the Class
24 Notice. The Administrator shall accept any Request for Exclusion as valid
25 if the Administrator can reasonably ascertain the identity of the person as a
26 Class Member and the Class Member’s desire to be excluded. If the
27 Administrator has reason to question the authenticity of a Request for
28 Exclusion, the Administrator may demand additional proof of the Class
Member’s identity. The Court will ultimately decide any unresolved
disputes regarding the of authenticity of an opt-out request.”

5. The Request for Exclusion (Opt-Out) process has been modified to include a Request for
Exclusion with the Class Notice described in Section 7.5.1 is amended as follows:

“7.5.1 Class Members who wish to exclude themselves (opt-out) from the
Class Settlement must send the Administrator, by fax, email, or mail, a
signed written Request for Exclusion not later than sixty (60) days after
the Administrator mails the Class Notice (plus an additional fourteen (14)
days for Class Members whose Class Notice is re-mailed). The Request
for Exclusion form is included in the Class Notice. To be valid, a Request
for Exclusion must be timely faxed, emailed, or postmarked by the
Response Deadline.”

6. Attached as Exhibit “1” is the modified Class Notice to reflect the above changes and the

1 additional modifications as requested by the Court in its tentative ruling regarding Preliminary Approval
2 of Class Action Settlement.

3
4 **IT IS SO STIPULATED.**

5
6 Date: 01/20/2026

Date: 1/22/2026

7
8 *L'Renzo Vincente Scoggins*

9 L'Renzo Vincente Scoggins
10 For Plaintiff


11 Name: Brian Taber
12 Title: President
13 Defendant: Taber Company, Inc.

14 Date: January 20, 2026

Date: January 20, 2026

15 

16 Darren M. Cohen
17 Law Offices of Darren M. Cohen, APC
18 Counsel for Plaintiff



19 A. Nicholas Georggin
20 GEORGGIN & GEORGGIN
21 Counsel for Defendant

EXHIBIT 1

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

L’Renzo Vincente Scoggins v. Taber Company, Inc.
County of Orange Superior Court Case Number 30-2019-01114752-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 Taber Company, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by an employee L’Renzo Vincente Scoggins (“Plaintiff”) and (1) seeks compensation for alleged failure to pay wages and/or overtime, failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage statements, failure to pay wages upon termination/resignation, and other relief for a class of non-exempt hourly employees (“Class Members”) who worked for Defendant during the Class Period (March 22, 2015 to June 30, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant during the PAGA Period (March 14, 2018 to June 30, 2023). (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either 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 act. Please read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class

Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you 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 Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written 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 Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is _____</p>	<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 the written Request for Exclusion form. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement</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</p>

Written Objections Must be Submitted by <hr/>	are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing <hr/>	The Court’s Final Approval Hearing is scheduled to take place on _____. 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.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by <hr/>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff was an employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay wages on/or overtime wages, failing to provide meal periods, failing to provide rest periods, failing to provide accurate itemized wage statements, and failing to pay wages upon termination/resignation. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code § 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: Darren M. Cohen of Law Offices of Darren M. Cohen, APC. (“Class Counsel.”)

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

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits of the claims. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed

claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$560,000.00 as the Gross Settlement Amount (Gross Settlement).

Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if any Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. **Court Approved Deductions from Gross Settlement.** At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$186,666.67 (33 1/3% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$16,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$12,500.00 to the Administrator for services administering the Settlement.
- D. Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 33 1/3% of each Individual Class Payment to taxable wages (“Wage Portion”) and 66 2/3% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the money represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send the signed Request for Exclusion form 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 Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void; Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Apex Class Action, LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also attempt to 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 Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including any and all claims involving any alleged failure to pay wages and/or overtime, failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage statements, and failure to pay wages upon termination/resignation. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or

reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, including any and all claims involving any alleged failure to pay wages and/or overtime, failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage statements, and failure to pay wages upon termination/resignation.

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 employed by all Participating Class Members, and (b) multiplying the result by the number of Workweeks employed by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods employed by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods employed by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you were employed during the Class Period and the number of PAGA Pay Periods you were employed during the PAGA Period, as recorded in Defendant'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 a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will attempt to resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. Ultimately, the Court will decide any unresolved disputes.

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 Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit the included Request for Exclusion form. Be sure to complete the requested information (full name, last four digits of your social security number for verification purposes, street address, and telephone number) and personally sign and date the form. The Administrator will exclude you based on any writing communicating your request be excluded. 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 Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) Court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. 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 _____ or the Court's website _____.

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 Plaintiff 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 L'Renzo Vincente Scoggins v. Taber Company, Inc.*, County of Orange Superior Court Case Number 30-2019-01114752-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department CX103 of the County of Orange Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually (<https://occourtsapp.azurewebsites.us/aci/checkin-results?dept=CX103>). 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 Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action, LLC's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.occourts.org/online-services/case-access>) and entering the Case Number for the Action, Case No. 30-2019-01114752-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office at the County of Orange Civil Complex Center Courthouse by calling (657) 622-6878.

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

Class Counsel:

Darren M. Cohen, Esq.
darren@dcohenlegal.com
Law Offices of Darren M. Cohen, APC
16133 Ventura Blvd. Suite 1200
Encino, CA 91436
Telephone: (310) 200-7893

Settlement Administrator:

Apex Class Action LLC
[Email Address]
[Mailing Address]
[Telephone]
[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original

check. If your check is already void, you should consult the Unclaimed Property Fund at _____ for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

REQUEST FOR EXCLUSION

Only complete this Request for Exclusion form if you want to opt out of (not participate in) the settlement of the action known as *L'Renzo Vincente Scoggins v. Taber Company, Inc.*, filed in the County of Orange Superior Court, Case Number 30-2019-01114752-CU-OE-CXC.

If you opt out of the settlement, you will not receive any portion of the settlement amount.

I confirm that I was employed by or applied for work for Taber Company, Inc. in the State of California at some point during the period of March 22, 2015 through June 30, 2023.

Please exclude me from the settlement class in the *L'Renzo Vincente Scoggins v. Taber Company, Inc.* matter. I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed settlement.

Print Full Name: _____

Last Four Digits of Your SSN: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [Date]. Send this signed request for exclusion form to the Settlement Administrator at:

L'Renzo Vincente Scoggins v. Taber Company, Inc.

c/o Apex Class Action, LLC

[Email Address]

[Mailing Address]

[Telephone]

[Fax Number]

1 (PROOF OF SERVICE)

2 [CCP 1013(a)(3)]

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite
6 1200, Encino, California 91436.

7 On January 22, 2026, I served all interested parties in this action the following documents
8 described as: **FIRST AMENDMENT TO THE CLASS ACTION AND PAGA
9 SETTLEMENT AGREEMENT AND CLASS NOTICE** by placing a true copy thereof
10 enclosed in a sealed envelope addressed as follows:

11 A. Nicholas Georggin, Esq.
12 nick@georgginandgeorggin.com
13 **GEORGIN & GEORGIN**
14 30212 Tomas, Suite 365
15 Rancho Santa Margarita, CA 92688

16 [] **(BY MAIL)** I am “readily familiar” with the firm’s practice of collection and processing
17 correspondence for mailing. Under that practice it would be deposited with U.S. postal
18 service on that same day with postage fully prepaid at Encino, California in the ordinary
19 course of business. I am aware that on motion of the party served, service is presumed
20 invalid if postal cancellation date or postage meter date is more than one day after date of
21 deposit for mailing in affidavit.

22 [XX] **(BY ELECTRONIC MAIL TRANSMISSION):** I caused the document to be send to the
23 persons at the e-mail address(es) listed on the attached service list. I did not receive, within
24 a reasonable time after the transmission, any electronic message or other indication that the
25 transmission was unsuccessful. A pdf copy of which was sent via email to the above email
26 address(es).

27 [XX] **(STATE)** I declare under penalty of perjury under the laws of the State of California that
28 the above is true and correct.

Executed on January 22, 2026, at Los Angeles, California.



Darren M. Cohen