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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
23 50, inclusive,

24 Defendants.

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

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

25 This Class Action and PAGA Settlement Agreement ("Agreement") is made by and
26 between Plaintiff L'RENZO VINCENTE SCOGGINS ("Plaintiff") and DEFENDANT TABER
27 COMPANY, INC. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively
28 as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

1 Defendant captioned *L'Renzo Vincente Scoggins v. Taber Company, Inc.*, Case Number 30-2019-
2 01114752-CU-OE-CXC, initiated on March 22, 2019, and pending in Superior Court of the State
3 of California, County of Orange.

4 1.2. "Administrator" means Apex Class Action, LLC the neutral entity the Parties have
5 agreed to appoint to administer the Settlement.

6 1.3. "Administration Expenses Payment" means the amount the Administrator will be
7 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
8 accordance with the Administrator's "not to exceed" bid submitted to the Court in connection
9 with Preliminary Approval of the Settlement.

10 1.4. "Aggrieved Employee" means all persons employed by Taber Company, Inc. in
11 California and classified as a non-exempt hourly employee during the PAGA Period.

12 1.5. "Class" means all persons employed by Taber Company, Inc. in California and
13 classified as non-exempt hourly during the Class Period.

14 1.6. "Class Counsel" means Darren M. Cohen, of Law Offices of Darren M. Cohen,
15 APC.

16 1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment"
17 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and
18 expenses, respectively, incurred to prosecute the Action.

19 1.8. "Class Data" means Class Member identifying information in Defendant's
20 possession including the Class Member's name, last-known mailing address, Social Security
21 number, and number of Class Period Workweeks and PAGA Pay Periods.

22 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as
23 either a Participating Class Member or Non-Participating Class Member (including a Non-
24 Participating Class Member who qualifies as an Aggrieved Employee).

25 1.10. "Class Member Address Search" means the Administrator's investigation and
26 search for current Class Member mailing addresses using all reasonably available sources,
27 methods and means including, but not limited to, the National Change of Address database, skip
28 traces, and direct contact by the Administrator with Class Members.

1 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
2 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
3 Class Members in English in the form, without material variation, attached as Exhibit A and
4 incorporated by reference into this Agreement.

5 1.12. "Class Period" means the period from March 22, 2015 to June 30, 2023.

6 1.13. "Class Representative" means the named Plaintiff in the operative complaint in
7 the Action seeking Court approval to serve as a Class Representative.

8 1.14. "Class Representative Service Payment" means the payment to the Class
9 Representative for initiating the Action and providing services in support of the Action.

10 1.15. "Court" means the Superior Court of California, County of Orange.

11 1.16. "Defendant" means named Defendant Taber Company, Inc.

12 1.17. "Defense Counsel" means Georggin & Georggin.

13 1.18. "Effective Date" means the date by when both of the following have occurred: (a)
14 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
15 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
16 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
17 one or more Participating Class Members objects to the Settlement, the day after the deadline for
18 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
19 day after the appellate court affirms the Judgment and issues a remittitur.

20 1.19. "Final Approval" means the Court's order granting final approval of the
21 Settlement.

22 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final
23 Approval of the Settlement.

24 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
25 Approval of the Settlement.

26 1.22. "Gross Settlement Amount" means \$560,000.00 which is the total amount
27 Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The
28 Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA

1 Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class
2 Representative Service Payment, and the Administrator's Expenses.

3 1.23. "Individual Class Payment" means the Participating Class Member's pro rata
4 share of the Net Settlement Amount calculated according to the number of Workweeks worked
5 during the Class Period.

6 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
7 25% of the PAGA Penalties calculated according to the number of Workweeks worked during
8 the PAGA Period.

9 1.25. "Judgment" means the judgment entered by the Court based upon the Final
10 Approval.

11 1.26. "LWDA" means the California Labor and Workforce Development Agency, the
12 agency entitled, under Labor Code § 2699, subd. (i).

13 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the
14 LWDA under Labor Code § 2699, subd. (i).

15 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following
16 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
17 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
18 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
19 paid to Participating Class Members as Individual Class Payments.

20 1.29. "Non-Participating Class Member" means any Class Member who opts out of the
21 Settlement by sending the Administrator a valid and timely Request for Exclusion.

22 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
23 worked for Defendant for at least one day during the PAGA Period.

24 1.31. "PAGA Period" means the period from March 14, 2018 to June 30, 2023.

25 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

26 1.33. "PAGA Notice" means Plaintiff's March 14, 2019, letter to Defendant and the
27 LWDA providing notice pursuant to Labor Code § 2699.3, subd. (a).

28 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from

1 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000.00) and the
2 75% to LWDA (\$15,000.00) in settlement of PAGA claims.

3 1.35. "Participating Class Member" means a Class Member who does not submit a valid
4 and timely Request for Exclusion from the Settlement.

5 1.36. "Plaintiff" means L'Renzo Vincente Scogins, the named plaintiff in the Action.

6 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval
7 of the Settlement.

8 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary
9 Approval and Approval of PAGA Settlement.

10 1.39. "Released Class Claims" means the claims being released as described in
11 Paragraph 5.2 below.

12 1.40. "Released PAGA Claims" means the claims being released as described in
13 Paragraph 5.2 below.

14 1.41. "Released Parties" means: Defendant and each of its former and present directors,
15 officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries,
16 and affiliates.

17 1.42. "Request for Exclusion" means a Class Member's submission of a written request
18 to be excluded from the Class Settlement signed by the Class Member.

19 1.43. "Response Deadline" means sixty (60) days after the Administrator mails Notice
20 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
21 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail
22 his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after
23 having been returned undeliverable to the Administrator shall have an additional fourteen (14)
24 calendar days beyond the Response Deadline has expired.

25 1.44. "Settlement" means the disposition of the Action effected by this Agreement and
26 the Judgment.

27 1.45. "Workweek" means any week during which a Class Member worked for
28 Defendant for at least one day, during the Class Period.

1 **2. RECITALS.**

2 2.1. On March 14, 2019, Plaintiff sent a letter to the Labor Workforce Development
3 Agency alleging that Defendant violated Labor Code §§ 203, 226(a), 226.7, 510, 512, 1194, and
4 1199.

5 2.2. On or about March 18, 2019, the Defendant signed a certified mail return receipt
6 verifying that it received Plaintiff's letter.

7 2.3. On March 22, 2019, Plaintiff filed a class action lawsuit in Los Angeles County
8 Superior Court Case Number 19STCV09661 alleging (1) failure to pay wages and/or overtime
9 under Labor Code sections 510, 1194, and 1199; (2) failure to provide meal periods pursuant to
10 Labor Code sections 226.7 and 512; (3) failure to provide rest periods pursuant to Labor Code
11 section 226.7; (4) failure to provide accurate itemized wage statements pursuant to Labor Code
12 section 226(a); (5) penalties pursuant to Labor Code section 203; and (6) violations of Business
13 & Professions Code section 17200.

14 2.4. On October 22, 2019, the Parties submitted a Joint Stipulation to Transfer Venue
15 based on Defendant's principal place business location in Santa Ana, California. On October 24,
16 2019, the Court signed the Parties Joint Stipulation to Transfer Venue to County of Orange
17 Superior Court.

18 2.5. On December 13, 2019, the Plaintiff filed a First Amended Complaint in County
19 of Orange Superior Court (Case Number 30-2019-01114752-CU-OE-CXC) to add a seventh
20 cause of action for penalties pursuant to Labor Code § 2699, *et seq.*

21 2.6. After conducting discovery, law and motion, and litigation, the Parties agreed to
22 engage in settlement discussions and schedule a mediation.

23 2.7. On October 27, 2021, the Plaintiff and Defendant attended a mediation with Joel
24 M. Grossman, Esq. At the end of the mediation, the Parties were unable to reach a resolution and
25 litigation continued.

26 2.8. After continued and further settlement discussions between the Parties with the
27 assistance of the mediator, the mediator made a proposal for settlement to the Parties. On July
28 31, 2022, the Parties accepted the mediator's proposal and reached a resolution of the matter in

1 principle. Due to financial constraints and related issues, the Parties continued settlement
2 discussions and reached a final agreement in March 2025, which led to this Agreement to settle
3 the Action.

4 2.9. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through
5 informal discovery, time and pay records, employee handbooks, Defendant's policies and
6 procedures, and other relevant information. Plaintiff's investigation was sufficient to satisfy the
7 criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th
8 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
9 (“*Dunk/Kullar*”).

10 2.10. The Court has not granted class certification.

11 2.11. The Parties, Class Counsel and Defense Counsel represent that they are not aware
12 of any other pending matter or action asserting claims that will be extinguished or affected by the
13 Settlement.

14 **3. MONETARY TERMS.**

15 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
16 the Defendant promises to pay \$560,000.00 and no more as the Gross Settlement Amount and to
17 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
18 Class Payments. The Defendant has no obligation to pay the Gross Settlement Amount (or any
19 payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator
20 will disburse the entire Gross Settlement Amount without asking or requiring Participating Class
21 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
22 Gross Settlement Amount will revert to Defendant.

23 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
24 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
25 the Court in the Final Approval:

26 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
27 Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any
28 Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class

1 Member). The Defendant will not oppose Plaintiff's request for a Class Representative Service
2 Payment that does not exceed this amount. As part of the motion for Class Counsel's Fees
3 Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
4 Representative Service Payments no later than sixteen (16) court days prior to the Final Approval
5 Hearing. If the Court approves a Class Representative Service Payment for less than the amount
6 requested, the Administrator will retain the remainder in the Net Settlement Amount. The
7 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
8 assumes full responsibility and liability for employee taxes owed on the Class Representative
9 Service Payment.

10 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than
11 33 1/3%, which is currently estimated to be \$186,666.67 and a Class Counsel Litigation Expenses
12 Payment of not more than \$16,000.00. The Defendant will not oppose requests for these
13 payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a
14 motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than
15 sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel
16 Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts
17 requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released
18 Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any
19 claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses
20 Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel
21 Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility
22 and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation
23 Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute
24 or controversy regarding any division or sharing of any of these Payments.

25 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
26 \$12,500.00 except for a showing of good cause and as approved by the Court. To the extent the
27 Administration Expenses are less, or the Court approves payment less than \$12,500.00, the
28 Administrator will retain the remainder in the Net Settlement Amount.

1 3.2.4. To Each Participating Class Member: An Individual Class Payment
2 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
3 by all Participating Class Members during the Class Period and (b) multiplying the result by each
4 Participating Class Member's Workweeks.

5 3.2.4.1. Tax Allocation of Individual Class Payments. 25% of each
6 Participating Class Member's Individual Class Payment will be allocated to settlement of wage
7 claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
8 reported on an IRS W-2 Form. The 75% of each Participating Class Member's Individual Class
9 Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage
10 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on
11 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any
12 employee taxes owed on their Individual Class Payment.

13 3.2.4.2. Effect of Non-Participating Class Members on Calculation
14 of Individual Class Payments. Non-Participating Class Members will not receive any Individual
15 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
16 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

17 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount
18 of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to
19 the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

20 3.2.5.1. The Administrator will calculate each Individual PAGA
21 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
22 (\$5,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved
23 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's
24 PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any
25 taxes owed on their Individual PAGA Payment.

26 3.2.5.2. If the Court approves PAGA Penalties of less than the
27 amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.
28 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
3 records to date, Defendant estimates there are 400 Class Members who collectively worked a total
4 of 40,606 Workweeks, and 256 Aggrieved Employees who worked a total of 4,925 PAGA Pay
5 Periods,

6 4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary
7 Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the
8 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy
9 rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for
10 purposes of this Settlement and for no other purpose, and restrict access to the Class Data to
11 Administrator employees who need access to the Class Data to effect and perform under this
12 Agreement. The Defendant has a continuing duty to immediately notify Class Counsel if it
13 discovers that the Class Data omitted class member identifying information and to provide
14 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
15 deadline by which Defendant must send the Class Data to the Administrator, the Parties and their
16 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
17 issues related to missing or omitted Class Data.

18 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
19 Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll
20 taxes by transmitting the funds to the Administrator no later than thirty (30) days after the
21 Effective Date.

22 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after
23 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all
24 Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
25 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
26 Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class
27 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
28 Representative Service Payment shall not precede disbursement of Individual Class Payments

1 and Individual PAGA Payments.

2 4.4.1. The Administrator will issue checks for the Individual Class Payments
3 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
4 postage prepaid. The face of each check shall prominently state the date (not less than 180 days
5 after the date of mailing) when the check will be voided. The Administrator will cancel all checks
6 not cashed by the void date. The Administrator will send checks for Individual Settlement
7 Payments to all Participating Class Members (including those for whom Class Notice was
8 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
9 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
10 Employees (including those for whom Class Notice was returned undelivered). The
11 Administrator may send Participating Class Members a single check combining the Individual
12 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement
13 Administrator must update the recipients' mailing addresses using the National Change of
14 Address Database.

15 4.4.2. The Administrator must conduct a Class Member Address Search for all
16 other Class Members whose checks are returned undelivered without USPS forwarding address.
17 Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the
18 USPS forwarding address provided or to an address ascertained through the Class Member
19 Address Search. The Administrator need not take further steps to deliver checks to Class
20 Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly
21 send a replacement check to any Class Member whose original check was lost or misplaced,
22 requested by the Class Member prior to the void date.

23 4.4.3. For any Class Member whose Individual Class Payment check or
24 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
25 shall transmit the funds represented by such checks to the California Controller's Unclaimed
26 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to
27 the requirements of California Code of Civil Procedure § 384, subd. (b).

28 4.4.4. The payment of Individual Class Payments and Individual PAGA

1 Payments shall not obligate Defendant to confer any additional benefits or make any additional
2 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
3 this Agreement.

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

8 5.1 Plaintiff's Release. The Plaintiff and his respective former and present spouses,
9 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
10 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
11 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
12 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
13 have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice.
14 ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce
15 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
16 social security benefits, workers' compensation benefits that arose at any time, or based on
17 occurrences outside the Class Period. The Plaintiff acknowledges that he may discover facts or
18 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
19 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
20 notwithstanding such different or additional facts or Plaintiff's discovery of them.

21 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
22 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
23 and benefits, if any, of section 1542 of the California Civil Code, which reads:

24
25 A general release does not extend to claims that the creditor or
26 releasing party does not know or suspect to exist in his or her favor
27 at the time of executing the release and that, if known by him or
28 her, would have materially affected his or her settlement with the
debtor or released party.

28 5.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All

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

12 5.3 Release by Participating and Non-Participating Class Members Who Are Also
13 Aggrieved Employees: All Participating and Non-Participating Class Members who are also
14 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
15 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
16 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
17 been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA
18 Notice, including any and all claims involving any alleged failure to pay wages and/or overtime,
19 failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized
20 wage statements, and failure to pay wages upon termination/resignation.

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

24 6.1 Defendant's Declaration in Support of Preliminary Approval. Within fourteen (14)
25 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel
26 a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any
27 actual or potential conflicts of interest with the Administrator. In their Declarations, Defense
28 Counsel and Defendant shall aver, to the extent of their personal knowledge, that they are not

1 aware of any other pending matter or action asserting claims that will be extinguished or adversely
2 affected by the Settlement.

3 6.2 Plaintiff's Responsibilities. The Plaintiff will prepare and deliver to Defense
4 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
5 notice, and memorandum in support, of the Motion for Preliminary Approval that includes an
6 analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement
7 under Labor Code § 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
8 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
9 declaration from the Administrator attaching its "not to exceed" bid for administering the
10 Settlement and attesting to its willingness to serve; competency; operative procedures for
11 protecting the security of Class Data; amounts of insurance coverage for any data breach,
12 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
13 interest with Class Members; and the nature and extent of any financial relationship with Plaintiff,
14 Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness
15 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
16 interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class
17 Counsel firm attesting to its competency to represent the Class Members; its timely transmission
18 to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code
19 § 2699.3, subd. (a)), Operative Complaint (Labor Code § 2699, subd. (l)(1)), this Agreement
20 (Labor Code § 2699, subd. (l)(2)); and all facts relevant to any actual or potential conflict of
21 interest with Class Members and the Administrator. In their Declarations, Plaintiff and Class
22 Counsel shall aver that they are not aware of any other pending matter or action asserting claims
23 that will be extinguished or adversely affected by the Settlement.

24 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
25 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
26 than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date
27 for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the
28 Motion for Preliminary Approval. The Class Counsel is responsible for delivering the Court's

1 Preliminary Approval to the Administrator.

2 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
3 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
4 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
5 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
6 Preliminary Approval or conditions Preliminary Approval on any material change to this
7 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
8 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
9 otherwise satisfy the Court's concerns.

10 **7. SETTLEMENT ADMINISTRATION.**

11 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action,
12 LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class
13 Action, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
14 specified in this Agreement in exchange for payment of Administration Expenses. The Parties
15 and their Counsel represent that they have no interest or relationship, financial or otherwise, with
16 the Administrator other than a professional relationship arising out of prior experiences
17 administering settlements.

18 7.2 Employer Identification Number. The Administrator shall have and use its own
19 Employer Identification Number for purposes of calculating payroll tax withholdings and
20 providing reports state and federal tax authorities.

21 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
22 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
23 Regulation § 468B-1.

24 7.4 Notice to Class Members.

25 7.4.1 No later than three (3) business days after receipt of the Class Data, the
26 Administrator shall notify Class Counsel that the list has been received and state the number of
27 Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

28 7.4.2 Using best efforts to perform as soon as possible, and in no event later than

1 fourteen (14) days after receiving the Class Data, the Administrator will send to all Class
2 Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
3 the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page
4 of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment
5 and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks
6 and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the
7 Administrator shall update Class Member addresses using the National Change of Address
8 database.

9 7.4.3 Not later than three (3) business days after the Administrator’s receipt of
10 any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
11 Notice using any forwarding address provided by the USPS. If the USPS does not provide a
12 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
13 the Class Notice to the most current address obtained. The Administrator has no obligation to
14 make further attempts to locate or send Class Notice to Class Members whose Class Notice is
15 returned by the USPS a second time.

16 7.4.4 The deadlines for Class Members’ written objections, Challenges to
17 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional
18 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class
19 Members whose notice is re-mailed. The Administrator will inform the Class Member of the
20 extended deadline with the re-mailed Class Notice.

21 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or
22 otherwise discovers any person who believes they should have been included in the Class Data
23 and should have received Class Notice, the Parties will expeditiously meet and confer in person
24 or by telephone, and in good faith, in an effort to agree on whether to include them as Class
25 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
26 other Class Members, and the Administrator will send, via email or overnight delivery, a Class
27 Notice requiring them to exercise options under this Agreement not later than fourteen (14) days
28 after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

1 7.5 Requests for Exclusion (Opt-Outs).

2 7.5.1 Class Members who wish to exclude themselves (opt-out) from the Class
3 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
4 Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an
5 additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request
6 for Exclusion is a letter from a Class Member or his/her representative that reasonably
7 communicates the Class Member's election to be excluded from the Settlement and includes the
8 Class Member's name, address, and email address or telephone number. To be valid, a Request
9 for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

10 7.5.2 The Administrator may not reject a Request for Exclusion as invalid
11 because it fails to contain all the information specified in the Class Notice. The Administrator
12 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
13 identity of the person as a Class Member and the Class Member's desire to be excluded. The
14 Administrator's determination shall be final and not appealable or otherwise susceptible to
15 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
16 the Administrator may demand additional proof of the Class Member's identity. The
17 Administrator's determination of authenticity shall be final and not appealable or otherwise
18 susceptible to challenge.

19 7.5.3 Every Class Member who does not submit a timely and valid Request for
20 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
21 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
22 Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the
23 Participating Class Member actually receives the Class Notice or objects to the Settlement.

24 7.5.4 Every Class Member who submits a valid and timely Request for
25 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
26 or have the right to object to the class action components of the Settlement. Because future PAGA
27 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class
28 Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph

1 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

2 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty
3 (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
4 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
5 and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class
6 Member may challenge the allocation by communicating with the Administrator via fax, email,
7 or mail. The Administrator must encourage the challenging Class Member to submit supporting
8 documentation. In the absence of any contrary documentation, the Administrator is entitled to
9 presume that the Workweeks contained in the Class Notice are correct so long as they are
10 consistent with the Class Data. The Administrator's determination of each Class Member's
11 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
12 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
13 the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
14 Administrator's determination on the challenges.

15 7.7 Objections to Settlement.

16 7.7.1 Only Participating Class Members may object to the class action
17 components of the Settlement and/or this Agreement, including contesting the fairness of the
18 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
19 Litigation Expenses Payment and/or Class Representative Service Payment.

20 7.7.2 Participating Class Members may send written objections to the
21 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
22 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
23 Hearing. A Participating Class Member who elects to send a written objection to the
24 Administrator must do so not later than sixty (60) days after the Administrator's mailing of the
25 Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was
26 re-mailed).

27 7.7.3 Non-Participating Class Members have no right to object to any of the class
28 action components of the Settlement.

1 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks
2 to be performed or observed by the Administrator contained in this Agreement or otherwise.

3 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will
4 establish and maintain and use an internet website to post information of interest to Class
5 Members including the date, time and location for the Final Approval Hearing and copies of the
6 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
7 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
8 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
9 Approval and the Judgment. The Administrator will also maintain and monitor an email address
10 and a toll-free telephone number to receive Class Member calls, faxes, and emails.

11 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
12 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
13 later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion,
14 the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the
15 names and other identifying information of Class Members who have timely submitted valid
16 Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of
17 Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
18 Exclusion from Settlement submitted (whether valid or invalid).

19 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
20 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
21 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion
22 (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay
23 Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual
24 PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s
25 assessment of the validity of Requests for Exclusion and also attach copies of all Requests for
26 Exclusion and objections received.

27 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
28 authority to address and make final decisions consistent with the terms of this Agreement on all

1 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
2 Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

3 7.8.5 Administrator's Declaration. Not later than fourteen (14) days before the
4 date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
5 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
6 for filing in Court attesting to its due diligence and compliance with all of its obligations under
7 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
8 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
9 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
10 number of written objections and attach the Exclusion List. The Administrator will supplement
11 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
12 for filing the Administrator's declaration(s) in Court.

13 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the
14 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
15 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
16 identification number only of all payments made under this Agreement. At least fifteen (15) days
17 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
18 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
19 of all payments required under this Agreement. Class Counsel is responsible for filing the
20 Administrator's declaration in Court.

21 **8. CLASS SIZE ESTIMATES**. Based on its records, the Defendant estimates that, as of
22 the date of this Settlement Agreement, there are 400 Class Members and 40,606 Workweeks
23 during the Class Period.

24 In addition, at time of mediation it was estimated that during the statutory period there
25 were a total of approximately 40,606 workweeks worked by Settlement Class Members from
26 March 22, 2015 to June 30, 2023. If it is determined that the number of workweeks during the
27 Class Period exceed 40,606, then Defendant will have an option of either: (a) increasing the
28 Maximum Settlement Amount by a pro-rata dollar value for those workweeks in excess of the

1 40,606; or (b) ending the Class Period on the date on which the number of workweeks is no more
2 than 40,606. Under the latter option no additional payment by Defendant is necessary.

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

12 **10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
13 calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the
14 Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699,
15 subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for
16 Final Approval"). The Plaintiff shall provide drafts of these documents to Defense Counsel not
17 later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense
18 Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve
19 any disagreements concerning the Motion for Final Approval.

20 10.1 Response to Objections. Each Party retains the right to respond to any objection
21 raised by a Participating Class Member, including the right to file responsive documents in Court
22 no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
23 accepted by the Court.

24 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
25 Approval on any material change to the Settlement (including, but not limited to, the scope of
26 release to be granted by Class Members), the Parties will expeditiously work together in good
27 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
28 Approval. The Court's decision to award less than the amounts requested for the Class

1 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
2 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
3 modification to the Agreement within the meaning of this paragraph.

4 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
5 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
6 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
7 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
9 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
10 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
11 respective counsel, and all Participating Class Members who did not object to the Settlement as
12 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
13 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
14 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
15 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
16 Parties' obligations to perform under this Agreement will be suspended until such time as the
17 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
18 the amount of the Net Settlement Amount.

19 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
20 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
21 modification of this Agreement (including, but not limited to, the scope of release to be granted
22 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
23 expeditiously work together in good faith to address the appellate court's concerns and to obtain
24 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
25 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
26 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
27 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
28 as long as the Gross Settlement Amount remains unchanged.

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

4 **12. ADDITIONAL PROVISIONS.**

5 12.1 No Admission of Liability, Class Certification or Representative Manageability
6 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
7 claims. Nothing in this Agreement is intended or should be construed as an admission by
8 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant
9 has any liability for any claims asserted; nor should it be intended or construed as an admission
10 by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
11 certification and representative treatment is for purposes of this Settlement only. If, for any reason
12 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant
13 reserves the right to contest certification of any class for any reason, and Defendant reserves all
14 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
15 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
16 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
17 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
18 Settlement and this Agreement).

19 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant
20 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of
21 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause
22 or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement
23 directly or indirectly, specifically or generally, to any person, corporation, association,
24 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
25 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
26 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a
27 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
28 government agency. Each Party agrees to immediately notify each other Party of any judicial or

1 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant
2 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
3 other communication, before the filing of the Motion for Preliminary Approval, any with third
4 party regarding this Agreement or the matters giving rise to this Agreement except to respond
5 only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class
6 Counsel’s communications with Class Members in accordance with Class Counsel’s ethical
7 obligations owed to Class Members.

8 12.3 No Solicitation. The Parties separately agree that they and their respective counsel
9 and employees will not solicit any Class Member to opt out of or object to the Settlement, or
10 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
11 Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical
12 obligations owed to Class Members.

13 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
14 Agreement together with its attached exhibits shall constitute the entire agreement between the
15 Parties relating to the Settlement, superseding any and all oral representations, warranties,
16 covenants, or inducements made to or by any Party.

17 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
18 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
19 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
20 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
21 terms of this Agreement including any amendments to this Agreement.

22 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use
23 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
24 the Settlement Agreement, submitting supplemental evidence and supplementing points and
25 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
26 or content of any document necessary to implement the Settlement, or on any modification of the
27 Agreement that may become necessary to implement the Settlement, the Parties will seek the
28 assistance of a mediator and/or the Court for resolution.

1 12.7 No Prior Assignments. The Parties separately represent and warrant that they have
2 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
3 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
4 action, or right released and discharged by the Party in this Settlement.

5 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel
6 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
7 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
8 CFR Part 10, as amended) or otherwise.

9 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed by all Parties or their
11 representatives, and approved by the Court.

12 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and
13 inure to the benefit of, the successors of each of the Parties.

14 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
15 be governed by and interpreted according to the internal laws of the state of California, without
16 regard to conflict of law principles.

17 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
18 preparation of this Agreement. This Agreement will not be construed against any Party on the
19 basis that the Party was the drafter or participated in the drafting.

20 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
21 entered during Action and in this Agreement relating to the confidentiality of information shall
22 survive the execution of this Agreement.

23 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
24 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel
25 by Defendant in connection with the mediation, other settlement negotiations, or in connection
26 with the Settlement, may be used only with respect to this Settlement, and no other purpose, and
27 may not be used in any way that violates any existing contractual agreement, statute, or rule of
28 court. Not later than ninety (90) days after the date when the Court discharges the Administrator's

1 obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff
2 shall destroy, all paper and electronic versions of Class Data received from Defendant unless,
3 prior to the Court's discharge of the Administrator's obligation, Defendant makes a written
4 request to Class Counsel for the return, rather than the destructions, of Class Data.

5 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement
6 is inserted for convenience of reference only and does not constitute a part of this Agreement.

7 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
8 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
9 weekend or federal legal holiday, such date or deadline shall be on the first business day
10 thereafter.

11 12.17 Notice. All notices, demands or other communications between the Parties in
12 connection with this Agreement will be in writing and deemed to have been duly given as of the
13 third business day after mailing by United States mail, or the day sent by email or messenger,
14 addressed as follows:

15 To Plaintiff:

16 **LAW OFFICES OF DARREN M. COHEN, APC**

17 Darren M. Cohen, Esq.

18 darren@dcohenlegal.com

19 16133 Ventura Blvd., Suite 1200

Encino, CA 91436

Telephone: (310) 200-7893

20 To Defendant:

21 **GEORGIN & GEORGIN**

22 A. Nicholas Georggin, Esq.

23 nick@georgginandgeorggin.com

24 30211 Avenida de las Banderas, Suite 150

Rancho Santa Margarita, CA 92688

Telephone: (949) 713-1610

25 12.18 Execution in Counterparts. This Agreement may be executed in one or more
26 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
27 Agreement shall be accepted as an original. All executed counterparts and each of them will be
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1 deemed to be one and the same instrument if counsel for the Parties will exchange between
2 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
3 prove the existence and contents of this Agreement.

4 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
5 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
6 agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330
7 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire
8 period of this settlement process.

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L'Renzo Vincente Scoggins 8/14/25

L'Renzo Vincente Scoggins
For Plaintiff

 8/13/25

Name: Brian Faber
Title: President
Defendant: Taber Company, Inc.

Darren M. Cohen 8/14/25

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

 8/13/25

A. Nicholas Georggin
GEORGGIN & GEORGGIN
Counsel for Defendant

EXHIBIT A

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 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 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 a written Request for Exclusion. 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 but not the PAGA 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>

<p>Written Objections Must be Submitted by _____</p>	<p>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.</p>
<p>You Can Participate in the _____ Final Approval Hearing</p>	<p>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.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by _____</p>	<p>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.</p>

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 25% of each Individual Class Payment to taxable wages (“Wage Portion”) and 75% 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 a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. 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 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 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. 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 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 a written and signed letter with your name, present address, telephone number, and a simple statement 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, identify the Action as *L’Renzo Vincente Scoggins v. Taber Company, Inc.*, County of Orange Superior Court Case Number 30-2019-01114752-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of your 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 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:

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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.

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: **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS**
9 **NOTICE** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

10 A. Nicholas Georggin, Esq.

11 nick@georgginandgeorggin.com

12 **GEORGIN & GEORGIN**

13 30212 Tomas, Suite 365

14 Rancho Santa Margarita, CA 92688

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

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

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

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



Darren M. Cohen