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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE

MAY 06 2026

DAVID H. YAMASAKI, Clerk of the Court  
BY: \_\_\_\_\_, DEPUTY

7 Attorneys for Plaintiff JORGE M. ARELLANO RAMIREZ  
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9

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE

12 JORGE M. ARELLANO RAMIREZ,  
13 individually, and on behalf of all others similarly  
situated,

*Plaintiff,*

15 vs.

17 SOL ACCEPTANCE, LLC., a limited liability  
18 company; and DOES 1 through 10, inclusive,

*Defendants*

Case No.: 30-2023-01360685-CU-OE-CXC  
[Assigned for all purposes to the Hon. William  
Claster]

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: April 24, 2026  
Time: 9:00 a.m.  
Courtroom: Dept. CX101  
Judge: Hon. William Claster

Reservation ID: 74770573

Action Filed: November 9, 2023  
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 This matter came on for hearing on, upon Plaintiff’s Motion for Preliminary Approval of the  
3 proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA  
4 SETTLEMENT AGREEMENT AND CLASS NOTICE and THE FIRST AMENDMENT TO CLASS  
5 ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (together, the  
6 “Agreement”). The Agreement is attached to this Order as **Exhibit 1**.

7 After reviewing the Agreement, the Notice, and the entire record of this action, having heard the  
8 argument of Counsel for respective Parties, and good cause appearing, the Court Orders as follows:

9 1. To the extent defined in the Agreement, the terms in this Order shall have the meanings  
10 set forth therein.

11 2. The Court finds that the settlement has been reached as a result of intensive, serious and  
12 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted  
13 thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate  
14 their respective positions. The Court also finds that settlement at this time will avoid additional  
15 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution  
16 of the action. The Court finds that the risks of further prosecution are substantial.

17 3. Under the terms of the Agreement, the proposed monetary terms are as follows:

<b>GSA AND ESTIMATED DEDUCTIONS</b>	<b>AMOUNT</b>
Gross Settlement Amount (“GSA”)	\$225,000.00 (employer-side taxes separate)
Settlement Administration (not to exceed bid)	\$4,990.00
Requested Attorney’s Fees (one-third of GSA)	\$75,000.00
Requested Costs (not to exceed)	\$15,000.00
PAGA Penalty Allocation	\$25,000.00
Requested Enhancement	\$7,500.00
Estimated Net Settlement Amount	\$97,510.00

26  
27 The Court is not approving any proposed deductions or awards out of the GSA at this time.

1           4.       The Parties' settlement is granted preliminary approval as it meets the criteria for  
2 preliminary settlement approval. In granting preliminary approval of the class action settlement the  
3 Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as  
4 approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV*  
5 *Cases*, 135 Cal. App. 4th 706 (2006). The Court preliminarily finds that the terms of the proposed class  
6 action Settlement are fair, reasonable, and adequate, pursuant to Code of Civil Procedure § 382. The  
7 settlement falls within the range of reasonableness and appears to be presumptively valid, subject only  
8 to any objections that may be raised at the final fairness hearing.

9           5.       The Class meets the requirements for conditional certification for settlement purposes  
10 only under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members  
11 of the proposed settlement Class of the terms of the proposed settlement.

12           6.       The Parties' proposed notice plan is constitutionally sound because individual notices  
13 will be mailed to all Class Members whose identities are known to the Parties, and such notice is the  
14 best notice practicable. The Parties' proposed Class Notice, including the Request for Exclusion Form  
15 and Challenge Form, attached to this Order as **Exhibit 2**, is sufficient to inform Class Members of the  
16 terms of the Agreement, their rights under the settlement, their rights to object to the settlement, their  
17 right to receive a payment under the settlement or elect not to participate in the settlement, and the  
18 processes for doing so, and the date and location of the final approval hearing and are therefore  
19 approved.

20           7.       The following persons are certified as Class Members solely for the purpose of entering  
21 a settlement in this matter:

22           All persons employed by Defendant as hourly-paid or non-exempt employees in the  
23 State of California during the Class Period (the "Class Period" is the period from  
24 November 9, 2019 until October 24, 2025). "Participating Class Member" means a  
Class Member who does not submit a valid and timely Request for Exclusion from the  
Class portion of the Settlement.

25 (Agreement, ¶¶ 1.5, 1.9, 1.12, 1.34.)

26           8.       Plaintiff Jorge M. Arellano Ramirez is appointed as the Class Representative. The  
27 Court finds Plaintiff's counsel is adequate, as they are experienced in wage and hour class action  
28 litigation and have no conflicts of interest with absent Class Members, and that they adequately

1 represented the interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and  
2 Jaeyoung Lee, of Moon Law Group, PC, are appointed Class Counsel.

3 9. The Court appoints Apex to act as the Settlement Administrator, pursuant to the terms  
4 set forth in the Agreement.

5 10. Defendants are directed to provide the Settlement Administrator the names and most  
6 recent known mailing addresses of Class Members and any other information required in accordance  
7 with the Agreement, adhering to the following dates and deadlines:

EVENT	DATE OR DEADLINE
Class data delivered to Administrator	No later than 15 days after preliminary approval
Notice mailed to Class Members	No later than 14 days after receiving the Class data
Response Deadline	60 days after notice issues
Extended Response deadline for re-mails	60 days after notice issues plus an additional 14 days for Class Members whose Class Notice is re-mailed
Deadline to file Motion for Final Approval	16 Court days before Final Approval
Final Approval Hearing	October 16, 2026 at 9:00 a.m. in Department CX101

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18 11. The Settlement Administrator is directed to mail the approved Class Notice by first-  
19 class mail to the Class Members in accordance with the Agreement. Before mailing, the Settlement  
20 Administrator or Class Counsel shall include the appropriate dates in the Class Notice and insert the  
21 correct time and place for the Final Approval Hearing.

22 12. Class Members will be bound by the Agreement unless they submit a timely and valid  
23 written request to be excluded from the settlement, postmarked by the response deadline. Any request  
24 for exclusion shall be submitted to the Settlement Administrator rather than filed with the Court. Class  
25 members are not required to send copies of their exclusion request to counsel. The Settlement  
26 Administrator shall file, or provide to Counsel for filing, a declaration stating the number of Requests  
27 for Exclusions and identifying all individuals who timely requested exclusion from the proposed Class,  
28 among other information to be provided, as set forth in the Agreement.

1           13.     Written objections by Class Members must be timely sent to the Administrator in  
2 accordance with the Agreement. Written objections must be attached to the Administrator’s declaration  
3 and authenticated by the Administrator.

4           14.     Upon completion of the Notice process, the Settlement Administrator shall provide a  
5 report of the results of that process to Counsel for all Parties.

6           15.     A final approval hearing will be held on **October 16, 2026**, at **9:00 a.m.**, in Department  
7 CX101, to determine whether the settlement should be granted final approval as fair, reasonable, and  
8 adequate as to the Class Members. At that time, the Court will hear all evidence and arguments  
9 necessary to evaluate the settlement. Class Members and their counsel may support or oppose the  
10 proposed settlement, if they so desire, in accordance with the procedures set forth in the Class Notice  
11 and this Order.

12           16.     As set forth in the Notice, any Class Member may appear at the final approval hearing  
13 in person (which “in person” appearance may be telephonic) or by his or her own attorney and show  
14 cause why the Court should not approve the settlement.

15           17.     The Court reserves the right to continue the date of the final approval hearing without  
16 further notice to Class Members.

17           18.     Class Counsel shall give notice to any objecting party of any continuance of the hearing  
18 of the motion for final approval.

19           19.     The Court retains jurisdiction to consider all further applications arising out of or in  
20 connection with the settlement.

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1           20.     In the event that the Settlement does not become effective in accordance with the terms  
2 of the Agreement, then this Preliminary Approval Order shall be rendered null and void to the extent  
3 provided by and in accordance with the Agreement and shall be vacated, and, in such event, all orders  
4 entered and releases delivered in connection herewith shall be null and void to the extent provided by and  
5 in accordance with the Agreement, and each party shall retain his or its rights to proceed with litigation  
6 of the Action.

7  
8 **IT IS SO ORDERED.**

9  
10 Dated: 5-6-26

William D. Claster

Hon. William Claster  
JUDGE OF THE SUPERIOR COURT

# EXHIBIT 1

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H. Scott Leviant (SBN 200834)  
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7 *Attorneys for Plaintiff*  
JORGE M. ARELLANO RAMIREZ

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF ORANGE  
11

12 JORGE M. ARELLANO RAMIREZ,  
individually, and on behalf of all others  
13 similarly situated

14 Plaintiff,

15 vs.

16  
17 SOL ACCEPTANCE, LLC, a limited liability  
company; and DOES 1 through 10, inclusive

18 Defendants.  
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Case No.: 30-2023-01360685-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

[Hon. William Claster]

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

Complaint filed: November 9, 2023  
Trial date: Not set

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

2                   This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between  
3 plaintiff Jorge M. Arellano Ramirez (“Plaintiff”) and defendant SOL Acceptance, LLC (“Defendant”). The  
4 Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”  
5

6                   **1.     DEFINITIONS.**

7                   1.1.     “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant  
8                   captioned *Jorge M. Arellano Ramirez v. SOL Acceptance, LLC* initiated on November 9,  
9                   2023, and pending in the Superior Court of the State of California, County of Orange.

10                  1.2.     “Administrator” means Apex Class Action Administration, the neutral entity the Parties  
11                  have agreed to appoint to administer the Settlement.

12                  1.3.     “Administration Expenses Payment” means the amount the Administrator will be paid  
13                  from the Gross Settlement Amount to reimburse its reasonable fees and expenses in  
14                  accordance with the Administrator’s “not to exceed” bid submitted to the Court in  
15                  connection with Preliminary Approval of the Settlement.

16                  1.4.     “Aggrieved Employee(s)” means all persons employed by Defendant as hourly-paid or  
17                  non-exempt employees in the State of California from November 9, 2022 until the date of  
18                  preliminary approval of the Settlement or October 24, 2025, whichever is earlier.

19                  1.5.     “Class” means all persons employed by Defendant as hourly-paid or non-exempt  
20                  employees in the State of California from November 9, 2019 to the date of preliminary  
21                  approval of the Settlement or October 24, 2025, whichever is earlier, that did not sign a  
22                  separation or release agreement with Defendant.

23                  1.6.     “Class Counsel” means Moon Law Group, PC.

24                  1.7.     “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean  
25                  the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees  
26                  and expenses, respectively, incurred to prosecute the Action.

27                  1.8.     “Class Data” means Class Member identifying information in Defendant’s possession  
28                  including the Class Member’s name, last-known mailing address, Social Security number,

1 and number of Class Period Workweeks and PAGA Pay Periods.

2 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a  
3 Participating Class Member or Non-Participating Class Member (including a Non-  
4 Participating Class Member who qualifies as an Aggrieved Employee).

5 1.10. "Class Member Address Search" means the Administrator's investigation and search for  
6 current Class Member mailing addresses using all reasonably available sources, methods  
7 and means including, but not limited to, the National Change of Address ("NCOA")  
8 database, skip traces, and direct contact by the Administrator with Class Members.

9 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION  
10 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be  
11 mailed to Class Members in English in the form, without material variation unless  
12 otherwise agreed by the Parties, attached as Exhibit A and incorporated by reference into  
13 this Agreement. The Parties, through counsel, may agree to modifications to the Class  
14 Notice required to correct errors or effectuate changes required by the Court without the  
15 need to amend this Agreement, and the revised Class Notice shall be incorporated herein in  
16 place of the original Exhibit A.

17 1.12. "Class Period" means the period from November 9, 2019 to the date of preliminary  
18 approval of the Settlement or October 24, 2025, whichever is earlier.

19 1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action  
20 seeking Court approval to serve as the Class Representative.

21 1.14. "Class Representative Service Payment" means the payment to the Class Representative,  
22 Jorge M. Arellano Ramirez, for initiating the Action and providing services in support of  
23 the Action.

24 1.15. "Court" means any court before which the Parties seek settlement approval of this  
25 Agreement, including the Superior Court of California, County of Orange.

26 1.16. "Defendant" means SOL Acceptance, LLC, the named defendant in the Action.

27 1.17. "Defense Counsel" means The Green Firm, PC.

28 1.18. "Effective Date" means: (a) the date the Court grants the Final Approval Order, if no

1 objections are asserted and no individual seeks to intervene in the matter; or (b) sixty-  
2 five (65) calendar days after the date of entry of the Final Approval Order, if any  
3 objections are asserted or any individual seeks to intervene in the matter but no appeal is  
4 filed; or (c) if a timely appeal is made, ten (10) business days after the final resolution of  
5 that appeal if the appeal is rejected or dismissed, the settlement is upheld, and the  
6 settlement approval order is no longer subject to further judicial review.

7 1.19. "Final Approval Order" means the Court's order granting final approval of the Settlement.

8 1.20. "Final Approval Hearing" means the Court's hearing on the motion for final approval of  
9 the Settlement.

10 1.21. "Gross Settlement Amount" means \$225,000.00 which is the total amount Defendant  
11 agrees to pay under the Settlement except as provided in Paragraphs 3.1 and 8 below. The  
12 Gross Settlement Amount will be used to pay Individual Class Payments, Individual  
13 PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class  
14 Counsel Litigation Expenses Payment, Class Representative Service Payment, and the  
15 Administration Expenses Payment.

16 1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the  
17 Net Settlement Amount calculated according to the number of Workweeks worked during  
18 the Class Period.

19 1.23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of  
20 the PAGA Penalties calculated according to the number of PAGA Pay Periods worked  
21 during the PAGA Period.

22 1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval.

23 1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency  
24 entitled, under Labor Code § 2699(i).

25 1.26. "LWDA PAGA Payment" means the 75% portion of the PAGA Penalties paid to the  
26 LWDA under Labor Code § 2699(i).

27 1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following  
28 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA

1 PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment,  
2 Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.  
3 The remainder is to be paid to Participating Class Members as Individual Class Payments.

- 4 1.28. "Non-Participating Class Member" means any Class Member who opts out of the Class  
5 portion of the Settlement by sending the Administrator a valid and timely Request for  
6 Exclusion.
- 7 1.29. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked  
8 for Defendant for at least one day during the PAGA Period.
- 9 1.30. "PAGA Period" means the period from November 9, 2022, to the date of preliminary  
10 approval of the Settlement or October 24, 2025, whichever is earlier.
- 11 1.31. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 12 1.32. "PAGA Notice" means Plaintiff's letter to Defendant and the LWDA dated November 5,  
13 2023, providing notice pursuant to Labor Code § 2699.3(a).
- 14 1.33. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the  
15 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,250.00) and  
16 75% to the LWDA (\$18,750.00) in settlement of PAGA claims.
- 17 1.34. "Participating Class Member" means a Class Member who does not submit a valid and  
18 timely Request for Exclusion from the Class portion of the Settlement.
- 19 1.35. "Plaintiff" means Jorge M. Arellano Ramirez, the named plaintiff in the Action.
- 20 1.36. "Preliminary Approval Hearing" means the hearing of the motion requesting preliminary  
21 approval of the Class portion of the Settlement.
- 22 1.37. "Preliminary Approval Order" means the order granting preliminary approval of the Class  
23 portion of the Settlement.
- 24 1.38. "Released Class Claims" means the claims being released as described in Paragraph 5.2  
25 below.
- 26 1.39. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3  
27 below.
- 28 1.40. "Released Parties" means Defendant and any predecessor, successor, subsidiary, parent,

1 affiliated or related entity, and each of their owners, managers, managerial employees,  
2 agents, directors, and officers.

3 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be  
4 excluded from the Class Settlement.

5 1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Notice  
6 to Class Members and Aggrieved Employees, and shall be the last date on which Class  
7 Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the  
8 Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. The Response  
9 Deadline for Class Members to whom Notice Packets are resent after having been returned  
10 undeliverable to the Administrator shall be extended by fourteen (14) calendar days  
11 beyond the original Response Deadline.

12 1.43. "Settlement" means the disposition of the Action effected by this Agreement and the  
13 Judgment.

14 1.44. "Workweek" means any week during which a Class Member worked for Defendant for at  
15 least one day, during the Class Period.

16  
17 **2. RECITALS.**

18 2.1. On November 9, 2023, Plaintiff commenced this Action by filing a Complaint alleging  
19 causes of action against Defendant for [(1) Failure to Pay Minimum Wages (Cal. Lab.  
20 Code §§ 204,1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal.  
21 Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§  
22 226.7, 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code §§ 226.7);  
23 (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code §2802); (6) Failure  
24 to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (7) Failure to  
25 Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair  
26 Business Practices (Cal. Bus. & Prof. Code § 17200, *et. seq.*)]. On January 16, 2024,  
27 Plaintiff filed a First Amended Complaint alleging causes of action against Defendant for  
28 civil penalties under the Private Attorneys General Act ("PAGA"). On April 8, 2024,

1 Plaintiff filed a Second Amended Complaint to correct an error to Plaintiff's name. The  
2 Second Amended Complaint is the operative complaint in the Action (the "Operative  
3 Complaint.")] Defendant denies the allegations in the Operative Complaint, denies any  
4 failure to comply with the laws identified in in the Operative Complaint, and denies any  
5 and all liability for the causes of action alleged.

6 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and  
7 the LWDA by sending the PAGA Notice.

8 2.3. On June 24, 2025, the Parties participated in an all-day mediation presided over by Mike  
9 Ludwig which led to this Agreement to settle the Action.

10 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, Defendant's policy  
11 documents for the relevant periods, testimony, and electronic time and pay records.  
12 Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in  
13 *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot*  
14 *Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

15 2.5. The Court has not granted class certification.

16 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any  
17 other pending matter or action asserting claims that will be extinguished or affected by the  
18 Settlement.

19 **3. MONETARY TERMS.**

20 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant  
21 promises to pay \$225,000.00 and no more as the Gross Settlement Amount and to  
22 separately pay any and all employer payroll taxes owed on the Wage Portions of the  
23 Individual Class Payments. Defendant has no obligation to pay the Gross Settlement  
24 Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.1 of this  
25 Agreement. The Administrator will disburse the entire Gross Settlement Amount without  
26 asking or requiring Participating Class Members or Aggrieved Employees to submit any  
27 claim as a condition of payment. None of the Gross Settlement Amount will revert to  
28 Defendant.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee), as approved by the Court. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Class Representative Service Payment will be reported using IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 1/3%, which is currently estimated to be \$75,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel, or any other Plaintiff's Counsel, arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel

1 assumes full responsibility and liability for taxes owed on the Class Counsel Fees  
2 Payment and the Class Counsel Litigation Expenses Payment and holds Defendant  
3 harmless, and indemnifies Defendant, from any dispute or controversy regarding  
4 any division or sharing of any of these Payments.

5 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed  
6 \$4,990.00, except for a showing of good cause and as approved by the Court. To  
7 the extent the Administration Expenses Payment are less or the Court approves  
8 payment less than \$4,990.00, the Administrator will retain the remainder in the Net  
9 Settlement Amount.

10 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by  
11 (a) dividing the Net Settlement Amount by the total number of Workweeks worked  
12 by all Participating Class Members during the Class Period and (b) multiplying the  
13 result by each Participating Class Member's Workweeks.

14 3.2.4.1. Tax Allocation of Individual Class Payments. Thirty percent (30%) of each  
15 Participating Class Member's Individual Class Payment will be allocated to  
16 settlement of wage claims (the "Wage Portion"). The Wage Portions are  
17 subject to tax withholding and will be reported on an IRS W-2 Form.  
18 Seventy percent (70%) of each Participating Class Member's Individual  
19 Class Payment will be allocated to settlement of claims for interest and  
20 penalties (the "Non-Wage Portion"). The Non-Wage Portions are not  
21 subject to wage withholdings and will be reported on IRS 1099 Forms.  
22 Participating Class Members assume full responsibility and liability for any  
23 employee taxes owed on their Individual Class Payments.

24 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual  
25 Class Payments. Non-Participating Class Members will not receive any  
26 Individual Class Payments. The Workweeks of Non-Participating Class  
27 Members are not included in the calculation of payments to Participating  
28 Class Members and therefor have no effect on the calculation of Individual

Class Payments paid from the Net Settlement Amount.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 75% (\$18,750.00) allocated to the LWDA PAGA Payment and 25% (\$6,250.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the \$6,250.00 in PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date.

4.2. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

1 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses  
2 Payment and the Class Representative Service Payment shall not precede disbursement of  
3 Individual Class Payments and Individual PAGA Payments.

4 4.2.1. The Administrator will issue checks for the Individual Class Payments and/or  
5 Individual PAGA Payments and send them to the Class Members via First Class  
6 U.S. Mail, postage prepaid. The face of each check shall prominently state the  
7 date (not less than 180 calendar days after the date of mailing) when the check will  
8 be voided. The Administrator will cancel all checks not cashed by the void date.  
9 The Administrator will send checks for Individual Settlement Payments to all  
10 Participating Class Members (including those for whom Class Notice was returned  
11 undelivered). The Administrator will send checks for Individual PAGA Payments  
12 to all Aggrieved Employees including Non-Participating Class Members who  
13 — qualify as Aggrieved Employees (including those for whom Class Notice was  
14 returned undelivered). The Administrator may send Participating Class Members a  
15 single check combining the Individual Class Payment and the Individual PAGA  
16 Payment. Before mailing any checks, the Settlement Administrator must update  
17 the recipients' mailing addresses using the NCOA database.

18 4.2.2. The Administrator must conduct a Class Member Address Search for all other  
19 Class Members whose checks are returned undelivered without a United States  
20 Postal Service ("USPS") forwarding address. Within seven (7) calendar days of  
21 receiving a returned check the Administrator must re-mail checks to the USPS  
22 forwarding address provided or to an address ascertained through the Class  
23 Member Address Search. The Administrator need not take further steps to deliver  
24 checks to Class Members whose re-mailed checks are returned as undelivered. The  
25 Administrator shall promptly send a replacement check to any Class Member  
26 whose original check was lost or misplaced, requested by the Class Member prior  
27 to the void date.

28 4.2.3. For any Class Member whose Individual Class Payment check or Individual

1 PAGA Payment check is uncashed and cancelled after the void date, the  
2 Administrator shall transmit the funds represented by such checks to the California  
3 Controller's Unclaimed Property Fund in the name of the Class Member thereby  
4 leaving no "unpaid residue" subject to the requirements of California Code of Civil  
5 Procedure § 384(b).

6 4.2.4. The payment of Individual Class Payments and Individual PAGA Payments shall  
7 not obligate Defendant to confer any additional benefits or make any additional  
8 payments to Class Members (such as 401(k) contributions or bonuses) beyond  
9 those specified in this Agreement.

10  
11 **5. RELEASES OF CLAIMS.**

12 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all  
13 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class  
14 Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as  
15 follows:

16 5.1. Plaintiff's Release.

17 5.1.1. Scope of Plaintiff's Release. Plaintiff and his respective former and present  
18 spouses, representatives, agents, attorneys, heirs, administrators, successors, and  
19 assigns generally, release and discharge Released Parties from all claims,  
20 transactions, or occurrences, known or unknown, including, but not limited to: (a)  
21 all claims that were, or reasonably could have been, alleged, based on the facts  
22 contained, in the Operative Complaint, including, but not limited to, any and all  
23 claims, actions, and causes of action for: Failure to Pay Minimum Wages [Cal.  
24 Lab. Code §§ 204, 1194, 1194.2, and 1197]; Failure to Pay Overtime  
25 Compensation [Cal. Lab. Code §§ 1194 and 1198]; Failure to Provide Meal  
26 Periods [Cal. Lab. Code §§ 226.7, 512]; Failure to Authorize and Permit Rest  
27 Breaks [Cal. Lab. Code §§ 226.7]; Failure to Indemnify Necessary Business  
28 Expenses [Cal. Lab. Code § 2802]; Failure to Timely Pay Final Wages at

1 Termination [Cal. Lab. Code §§ 201-203]; Failure to Provide Accurate Itemized  
2 Wage Statements [Cal. Lab. Code § 226]; and Unfair Business Practices [Cal. Bus.  
3 & Prof. Code §§ 17200, et seq.]; (b) all PAGA claims that were, or reasonably  
4 could have been, alleged based on facts contained in Plaintiff's PAGA Notice; the  
5 Operative Complaint' or the PAGA Complaint; and (c) all claims arising from  
6 Plaintiff's employment with Defendant, separation of employment from  
7 Defendant, whether known or unknown, arising under any federal or local law, or  
8 statute, including, inter alia, those arising under the California Labor Code, Fair  
9 Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights  
10 Act of 1964, Employee Retirement Income Security Act, National Labor Relations  
11 Act, California Corporations Code, California Business and Professions Code,  
12 California Fair Employment and Housing Act, California Constitution (all as  
13 amended), and law of contract and tort, as well as for termination, lost wages,  
14 benefits, other employment compensation, emotional distress, medical expenses,  
15 other economic and non-economic damages, attorney fees, and costs, arising on or  
16 before the date on which the Settlement is executed. ("Plaintiff's Release.")  
17 Plaintiff's Release does not extend to any claims or actions to enforce this  
18 Agreement, or to any claims for vested benefits, unemployment benefits, disability  
19 benefits, social security benefits, workers' compensation benefits that arose at any  
20 time, or based on occurrences outside the Class Period. Plaintiff acknowledges that  
21 Plaintiff may discover facts or law different from, or in addition to, the facts or law  
22 that Plaintiff now knows or believes to be true but agrees, nonetheless, that  
23 Plaintiff's Release shall be and remain effective in all respects, notwithstanding  
24 such different or additional facts or Plaintiff's discovery of them.

25 5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of  
26 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,  
27 rights, and benefits, if any, of Section 1542 of the California Civil Code, which  
28 reads:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

5.2. Release by Participating Class Members: 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, causes of action, and factual or legal theories that were alleged on behalf of Settlement Class Members in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, including, but not limited to, any and all claims, actions, and causes of action, arising during the Class Period, for: Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; 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.

5.3. PAGA Release: The State of California; anyone purporting to act on its behalf, including Plaintiff Jorge M. Arrellano Ramirez; and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release and do 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 civil penalties and PAGA penalties that were alleged, or reasonably could

1 have been alleged, in the Operative Complaint, , or the PAGA Notice, or which were  
2 ascertained in the course of the Litigation based on the Operative Complaint for violations  
3 of California Labor Code, including, but not limited to, Failure to Pay Minimum Wages  
4 [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; Failure to Pay Overtime Compensation  
5 [Cal. Lab. Code §§ 1194 and 1198]; Failure to Provide Meal Periods [Cal. Lab. Code §§  
6 226.7, 512]; Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; .  
7 Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; Failure to  
8 Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; and Failure to  
9 Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and Unfair Business  
10 Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].  
11

12 **6. MOTION FOR PRELIMINARY APPROVAL.**

13 Plaintiff shall file a motion for preliminary approval (“Motion for Preliminary Approval”) subject to the  
14 review by Defendant, as follows:

15 6.1. Defendant’s Declaration in Support of Preliminary Approval. Within twenty (20) calendar  
16 days of the full execution of this Agreement, Defendant will prepare and deliver to Class  
17 Counsel a signed declaration from Defendant and/or Defense Counsel disclosing all facts  
18 relevant to any actual or potential conflicts of interest with the Administrator, *if any such*  
19 *actual or potential conflicts exist*. Similarly, if any other pending matter or action asserting  
20 claims will be extinguished or adversely affected by the Settlement, Defendant shall  
21 prepare and deliver to Class Counsel a signed declaration from Defendant and/or Defense  
22 Counsel identifying any other pending matter or action asserting claims that will be  
23 extinguished or adversely affected by the Settlement. Alternatively, if such other actions  
24 are filed between the execution of this Agreement and the filing of the Motion for  
25 Preliminary Approval and become known to Defendant and/or Defense Counsel, Defense  
26 Counsel will advise Class Counsel. If there are no actual or potential conflicts of interest  
27 with the Administrator to disclose, or any pending matters to disclose, no declaration from  
28 Defendant and/or Defense Counsel is required.

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

24           6.3. Responsibilities of Counsel. Class Counsel are responsible for expeditiously finalizing and  
25 filing the Motion for Preliminary Approval no later than thirty (30) days after the full  
26 execution of this Agreement (extended in the event that any court processes delay the  
27 ability to file the Motion); obtaining a prompt hearing date for the Motion for Preliminary  
28 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary

1 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval  
2 Order to the Administrator.

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

11  
12 **7. SETTLEMENT ADMINISTRATION.**

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

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

23 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
24 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation §  
25 468B-1.

26 7.4. Class Data. Not later than fifteen (15) calendar days after the Court enters a Preliminary  
27 Approval Order, Defendant will deliver the Class Data to the Administrator, in the form of  
28 a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the

1 Administrator must maintain the Class Data in confidence, use the Class Data only for  
2 purposes of this Settlement and for no other purpose, and restrict access to the Class Data  
3 to Administrator employees who need access to the Class Data to effect and perform under  
4 this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it  
5 discovers that the Class Data omitted class member identifying information and to provide  
6 corrected or updated Class Data as soon as reasonably feasible. Without any extension of  
7 the deadline by which Defendant must send the Class Data to the Administrator, the  
8 Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or  
9 otherwise resolve any issues related to missing or omitted Class Data.

10 7.5. Notice to Class Members.

11 7.5.1. No later than three (3) business days after receipt of the Class Data, the  
12 Administrator shall notify Class Counsel that the list has been received and state  
13 the number of Class Members, Aggrieved Employees, Workweeks, and Pay  
14 Periods in the Class Data.

15 7.5.2. Using best efforts to perform as soon as possible, and in no event later than  
16 fourteen (14) calendar days after receiving the Class Data, the Administrator will  
17 send to all Class Members identified in the Class Data, via first-class USPS mail,  
18 the Class Notice substantially in the form attached to this Agreement as Exhibit A.  
19 The first page of the Class Notice shall prominently estimate the dollar amounts of  
20 each Individual Class Payment and/or Individual PAGA Payment payable to the  
21 Class Member and/or Aggrieved Employee, and the number of Workweeks and  
22 PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing  
23 Class Notices, the Administrator shall update Class Member addresses using the  
24 NCOA database.

25 7.5.3. Not later than three (3) business days after the Administrator's receipt of any Class  
26 Notice returned by the USPS as undelivered, the Administrator shall re-mail the  
27 Class Notice using any forwarding address provided by the USPS. If the USPS  
28 does not provide a forwarding address, the Administrator shall conduct a Class

1 Member Address Search, and re-mail the Class Notice to the most current address  
2 obtained. The Administrator has no obligation to make further attempts to locate  
3 or send Class Notice to Class Members whose Class Notice is returned by the  
4 USPS a second time.

5 7.5.4. The deadlines for Class Members' written objections, challenges to Workweeks  
6 and/or pay periods, and Requests for Exclusion will be extended an additional  
7 fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided  
8 in the Class Notice for all Class Members whose notices are re-mailed. The  
9 Administrator will inform the Class Member of the extended deadline with the re-  
10 mailed Class Notice.

11 7.5.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise  
12 discovers any persons who believe they should have been included in the Class  
13 Data and should have received Class Notice, the Parties will expeditiously meet  
14 and confer in person or by telephone, and in good faith, in an effort to agree on  
15 whether to include them as Class Members. If the Parties agree, such persons will  
16 be Class Members entitled to the same rights as other Class Members, and the  
17 Administrator will send, via email or overnight delivery, a Class Notice requiring  
18 them to exercise options under this Agreement not later than fourteen (14) calendar  
19 days after receipt of Class Notice, or the deadline dates in the Class Notice, which  
20 ever are later.

21 7.6. Requests for Exclusion (Opt-Outs).

22 7.6.1. Class Members who wish to exclude themselves (opt-out of) the Class portion of  
23 the Settlement must send the Administrator, by fax, email, or mail, a signed written  
24 Request for Exclusion not later than sixty (60) calendar days after the  
25 Administrator mails the Class Notice (plus an additional fourteen (14) calendar  
26 days for Class Members whose Class Notice is re-mailed). A Request for  
27 Exclusion is a letter from a Class Member or his/her representative that reasonably  
28 communicates the Class Member's election to be excluded from the Class portion

1 of the Settlement and includes the Class Member's name, address and email  
2 address or telephone number. To be valid, a Request for Exclusion must be timely  
3 faxed, emailed, or postmarked by the Response Deadline.

4 7.6.2. The Administrator may not reject a Request for Exclusion as invalid because it  
5 fails to contain all the information specified in the Class Notice. The Administrator  
6 shall accept any Request for Exclusion as valid if the Administrator can reasonably  
7 ascertain the identity of the person as a Class Member and the Class Member's  
8 desire to be excluded. The Administrator's determination shall be final and not  
9 appealable or otherwise susceptible to challenge. If the Administrator has reason to  
10 question the authenticity of a Request for Exclusion, the Administrator may  
11 demand additional proof of the Class Member's identity. The Administrator's  
12 determination of authenticity shall be final as to the Parties, but a Class Member  
13 whose Request for Exclusion is rejected by the Administrator may present a  
14 challenge to that determination to the Court.

15 7.6.3. Every Class Member who does not submit a timely and valid Request for  
16 Exclusion is deemed to be a Participating Class Member under this Agreement,  
17 entitled to all benefits and bound by all terms and conditions of the Settlement,  
18 including the Participating Class Members' Release under Paragraph 5.2 of this  
19 Agreement, regardless whether the Participating Class Member actually receives  
20 the Class Notice or objects to the Settlement.

21 7.6.4. Every Class Member who submits a valid and timely Request for Exclusion is a  
22 Non-Participating Class Member and shall not receive an Individual Class  
23 Payment or have the right to object to the class action components of the  
24 Settlement. Because PAGA claims are subject to claim preclusion upon entry of  
25 the Judgment, Non-Participating Class Members who are Aggrieved Employees  
26 will still receive an Individual PAGA Payment and will be subject to a claim  
27 preclusion defense if they attempt to assert any of the Released PAGA Claims.

28 7.7. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60)

1 calendar days after the Administrator mails the Class Notice (plus an additional fourteen  
2 (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the  
3 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class  
4 Member in the Class Notice. The Class Member may challenge the allocation by  
5 communicating with the Administrator via fax, email or mail. The Administrator must  
6 instruct the challenging Class Member to submit supporting documentation. In the absence  
7 of any contrary documentation, the Administrator is entitled to presume that the  
8 Workweeks contained in the Class Notice are correct so long as they are consistent with  
9 the Class Data. The Administrator's determination of each Class Member's allocation of  
10 Workweeks and/or PAGA Pay Periods shall be final as to the Parties (although Defendant  
11 shall retain the right to correct erroneous Class Data if subsequently discovered), but a  
12 Class Member whose Workweek and/or Pay Period challenge is rejected by the  
13 Administrator may present the same evidence supporting the Workweek and/or Pay Period  
14 challenge to the Court for review. The Administrator shall promptly provide copies of any  
15 challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel  
16 and Class Counsel, along with the Administrator's determinations regarding any  
17 challenges.

18 **7.8. Objections to Settlement.**

19 7.8.1. Only Participating Class Members may object to the class action components of  
20 the Settlement and/or this Agreement, including contesting the fairness of the  
21 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class  
22 Counsel Litigation Expenses Payment and/or Class Representative Service  
23 Payment.

24 7.8.2. Participating Class Members may send written objections to the Administrator, by  
25 fax, email, or mail. In the alternative, Participating Class Members may appear in  
26 Court (or hire an attorney to appear in Court) to present verbal objections at the  
27 Final Approval Hearing. A Participating Class Member who elects to send a  
28 written objection to the Administrator must do so not later than sixty (60) calendar

1 days after the Administrator's mailing of the Class Notice (plus an additional  
2 fourteen (14) calendar days for Class Members whose Class Notice was re-  
3 mailed).

4 7.8.3. Non-Participating Class Members have no right to object to any of the class action  
5 components of the Settlement.

6 7.9. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
7 performed or observed by the Administrator contained in this Agreement or otherwise.

8 7.9.1. Website, Email Address and Toll-Free Number. The Administrator will establish  
9 and maintain and use an internet website to post information of interest to Class  
10 Members including the date, time and location for the Final Approval Hearing and  
11 copies of the Settlement Agreement, Motion for Preliminary Approval, the  
12 Preliminary Approval Order, the Class Notice, the motion for final approval, the  
13 Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses  
14 Payment and Class Representative Service Payment, the Final Approval Order and  
15 the Judgment. The Administrator will also maintain and monitor an email address  
16 and a toll-free telephone number to receive Class Member calls, faxes and emails.

17 7.9.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will  
18 promptly review on a rolling basis Requests for Exclusion to ascertain their  
19 validity. Not later than five (5) calendar days after the expiration of the deadline  
20 for submitting Requests for Exclusion, the Administrator shall email a list to Class  
21 Counsel and Defense Counsel containing (a) the names and other identifying  
22 information of Class Members who have timely submitted valid Requests for  
23 Exclusion ("Exclusion List"); (b) the names and other identifying information of  
24 Class Members who have submitted invalid Requests for Exclusion; (c) copies of  
25 all Requests for Exclusion from Settlement submitted (whether valid or invalid).

26 7.9.3. Weekly Reports. The Administrator must, on a weekly basis, provide written  
27 reports to Class Counsel and Defense Counsel that, among other things, tally the  
28 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,

1 Requests for Exclusion (whether valid or invalid) received, objections received,  
2 and challenges to Workweeks and/or PAGA Pay Periods received and/or resolved  
3 (“Weekly Report”). The Weekly Reports must include provide the Administrator’s  
4 assessment of the validity of Requests for Exclusion and attach copies of all  
5 Requests for Exclusion and objections received. In addition to the Weekly Reports,  
6 the Administrator shall report to the Parties when it has completed the initial  
7 distribution of the Individual Class Payments and Individual PAGA Payments to  
8 all individuals with valid addresses.

9 7.9.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to  
10 address and make decisions consistent with the terms of this Agreement on all  
11 Class Member challenges over the calculation of Workweeks and/or PAGA Pay  
12 Periods. The Administrator’s determination of each Class Member’s allocation of  
13 Workweeks and/or PAGA Pay Periods shall be final as to the Parties (although  
14 Defendant shall retain the right to correct erroneous Class Data if subsequently  
15 discovered), but a Class Member whose Workweek and/or Pay Period challenge is  
16 rejected by the Administrator may present the same evidence supporting the  
17 Workweek and/or Pay Period challenge to the Court for review.

18 7.9.5. Administrator’s Declaration. Not later than fourteen (14) calendar days before the  
19 date by which Plaintiff is required to file the Motion for Final Approval of the  
20 Settlement, the Administrator will provide to Class Counsel and Defense Counsel,  
21 a signed declaration suitable for filing in Court attesting to its due diligence and  
22 compliance with all of its obligations under this Agreement, including, but not  
23 limited to, its mailing of Class Notice, the Class Notices returned as undelivered,  
24 the re-mailing of Class Notices, attempts to locate Class Members, the total  
25 number of Requests for Exclusion from Settlement it received (both valid or  
26 invalid), the number of written objections and attach the Exclusion List. The  
27 Administrator will supplement its declaration as needed or requested by the Parties  
28 and/or the Court. Class Counsel is responsible for filing the Administrator’s

1 declaration(s) in Court.

2 7.9.6. Final Report by Settlement Administrator. Within ten (10) calendar days after the  
3 Administrator disburses all funds in the Gross Settlement Amount, the  
4 Administrator will provide Class Counsel and Defense Counsel with a final report  
5 detailing its disbursements by employee identification number only of all payments  
6 made under this Agreement. At least fifteen (15) calendar days before any  
7 deadline set by the Court, the Administrator will prepare, and submit to Class  
8 Counsel and Defense Counsel, a signed declaration suitable for filing in Court  
9 attesting to its disbursement of all payments required under this Agreement. Class  
10 Counsel is responsible for filing the Administrator's declaration in Court.  
11

12 **8. CLASS SIZE ESTIMATES**

13 Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 69  
14 Class Members and 7,029 Total Workweeks during the Class Period and (2) there were 37 Aggrieved  
15 Employees who worked 634 Pay Periods during the PAGA Period. If the number of actual Workweeks at  
16 the close of the Class Period is more than ten percent (10%) higher than the estimated number of Class  
17 Members (i.e., exceeds 69 Class Members), Gross Settlement Amount will be increased by one percent  
18 (1%) for each one percent that the true class size exceeds ten percent (10%) of the estimated class size of  
19 69 Class Members.  
20

21 **9. DEFENDANT'S RIGHT TO WITHDRAW.**

22 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all  
23 Class Members, Defendant may, but is not obligated to, withdraw from the Settlement. The Parties agree  
24 that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and  
25 that neither Party will have any further obligation to perform under this Agreement; provided, however,  
26 Defendant will remain responsible for paying all Settlement administration expenses incurred to that point.  
27 Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10)  
28 calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will

1 have no effect.

2  
3 **10. MOTION FOR FINAL APPROVAL.**

4 Plaintiff will timely file in Court a motion for final approval of the Settlement that includes a request for  
5 approval of the PAGA settlement under Labor Code § 2699(I), a Proposed final approval order and a  
6 proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these  
7 documents to Defense Counsel not later than seven (7) calendar days prior to filing the Motion for Final  
8 Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by  
9 telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by  
11 a Participating Class Member, including the right to file responsive documents in Court no  
12 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered  
13 or accepted by the Court.

14 10.2. Duty to Cooperate. If the Court does not issue a Final Approval Order or conditions the  
15 Final Approval Order on any material change to the Settlement (including, but not limited  
16 to, the scope of release to be granted by Class Members), the Parties will expeditiously  
17 work together in good faith to address the Court’s concerns by revising the Agreement as  
18 necessary to obtain Final Approval. The Court’s decision to award less than the amounts  
19 requested for the Class Representative Service Payment, Class Counsel Fees Payment,  
20 Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment  
21 shall not constitute a material modification to the Agreement within the meaning of this  
22 paragraph.

23 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the  
24 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for  
25 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement  
26 administration matters, and (iii) addressing such post-Judgment matters as are permitted by  
27 law.

28 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and

1 conditions of this Agreement, specifically including the Class Counsel Fees Payment and  
2 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the  
3 Parties, their respective counsel, and all Participating Class Members who did not object to  
4 the Settlement as provided in this Agreement, waive all rights to appeal from the  
5 Judgment, including all rights to post-judgment and appellate proceedings, the right to file  
6 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The  
7 waiver of appeal does not include any waiver of the right to oppose such motions, writs or  
8 appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this  
9 Agreement will be suspended until such time as the appeal is finally resolved and the  
10 Judgment becomes final.

11 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the  
12 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a  
13 material modification of this Agreement (including, but not limited to, the scope of release  
14 to be granted by Class Members), this Agreement shall be null and void. The Parties shall  
15 nevertheless expeditiously work together in good faith to address the appellate court's  
16 concerns and to obtain a Final Approval Order and entry of Judgment, sharing, on a 50-50  
17 basis, any additional administration expenses reasonably incurred after remittitur. An  
18 appellate decision to vacate, reverse, or modify the Court's award of the Class  
19 Representative Service Payment or any payments to Class Counsel shall not constitute a  
20 material modification of the Judgment within the meaning of this paragraph, as long as the  
21 Gross Settlement Amount remains unchanged.

22  
23 **11. AMENDED JUDGMENT.**

24 If any amended judgment is required under California Code of Civil Procedure § 384, the Parties will  
25 work together in good faith to jointly submit and a proposed amended judgment.  
26

27 **12. ADDITIONAL PROVISIONS.**

28 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other

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

15           12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and  
16           Defense Counsel separately agree that, until the Motion for Preliminary Approval of  
17           Settlement is filed, they and each of them will not disclose, disseminate and/or publicize,  
18           or cause or permit another person to disclose, disseminate or publicize, any of the terms of  
19           the Agreement directly or indirectly, specifically or generally, to any person, corporation,  
20           association, government agency, or other entity except: (1) to the Parties' attorneys,  
21           accountants, or spouses, all of whom will be instructed to keep this Agreement  
22           confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to  
23           appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in  
24           response to an inquiry or subpoena issued by a state or federal government agency. Each  
25           Party agrees to immediately notify each other Party of any judicial or agency order,  
26           inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and  
27           Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or  
28           other communication, before the filing of the Motion for Preliminary Approval, with any

1 third party regarding this Agreement or the matters giving rise to this Agreement except to  
2 respond only that “the matter was resolved,” or words to that effect. This paragraph does  
3 not restrict Class Counsel’s communications with Class Members in accordance with Class  
4 Counsel’s ethical obligations owed to Class Members.

5 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and  
6 employees will not solicit any Class Member to opt out of or object to the Settlement, or  
7 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class  
8 Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s  
9 ethical obligations owed to Class Members.

10 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
11 together with its attached exhibits shall constitute the entire agreement between the Parties  
12 relating to the Settlement, superseding any and all oral representations, warranties,  
13 covenants, or inducements made to or by any Party.

14 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
15 represent that they are authorized by Plaintiff and Defendant, respectively, to take all  
16 appropriate action required or permitted to be taken by such Parties pursuant to this  
17 Agreement to effectuate its terms, and to execute any other documents reasonably required  
18 to effectuate the terms of this Agreement including any amendments to this Agreement.

19 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their  
20 best efforts, in good faith, to implement the Settlement by, among other things, modifying  
21 the Settlement Agreement, submitting supplemental evidence and supplementing points  
22 and authorities as requested by the Court. In the event the Parties are unable to agree upon  
23 the form or content of any document necessary to implement the Settlement, or on any  
24 modification of the Agreement that may become necessary to implement the Settlement,  
25 the Parties will seek the assistance of a mediator and/or the Court for resolution.

26 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not  
27 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
28 encumber to any person or entity any portion of any liability, claim, demand, action, cause

1 of action, or right released and discharged by the Party in this Settlement.

2 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are  
3 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be  
4 relied upon as such within the meaning of United States Treasury Department Circular 230  
5 (31 CFR Part 10, as amended) or otherwise.

6 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,  
7 modified, changed, or waived only by an express written instrument signed by all Parties  
8 or their representatives, and approved by the Court.

9 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the  
10 benefit of, the successors of each of the Parties.

11 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
12 governed by and interpreted according to the internal laws of the state of California,  
13 without regard to conflict of law principles.

14 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of  
15 this Agreement. This Agreement will not be construed against any Party on the basis that  
16 the Party was the drafter or participated in the drafting.

17 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered  
18 during the Action and in this Agreement relating to the confidentiality of information shall  
19 survive the execution of this Agreement.

20 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to  
21 Evidence Code § 1152 or comparable laws, and all copies and summaries of the Class Data  
22 provided to Class Counsel by Defendant in connection with the mediation, other  
23 settlement negotiations, or in connection with the Settlement, may be used only with  
24 respect to this Settlement, and no other purpose, and may not be used in any way that  
25 violates any existing contractual agreement, statute, or rule of court. Not later than ninety  
26 (90) calendar days after the date when the Court discharges the Administrator's obligation  
27 to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall  
28 destroy, all paper and electronic versions of Class Data received from Defendant unless,

1 prior to the Court's discharge of the Administrator's obligation, Defendant makes a written  
2 request to Class Counsel for the return, rather than the destruction, of Class Data in proper  
3 form.

4 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is  
5 inserted for convenience of reference only and does not constitute a part of this  
6 Agreement.

7 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be  
8 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 connection  
12 with this Agreement will be in writing and deemed to have been duly given as of the third  
13 business day after mailing by United States mail, or the day sent by email or messenger,  
14 addressed as follows:

15  
16 To Plaintiff:

17 Kane Moon  
18 H. Scott Leviant  
19 Jaeyoung Lee  
20 MOON LAW GROUP, P.C.  
21 725 S. Figueroa St., 31<sup>st</sup> Floor  
22 Los Angeles, CA 90017  
23 Telephone: (213) 232-3128  
24 Facsimile: (213) 232-3125

25 To Defendant:

26 The Green Firm, P.C.  
27 assistant@gspattorneys.com  
28 300 Spectrum Center Drive, Suite 1550  
Irvine, CA 92618  
Telephone: (949) 535-2124

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts  
by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement  
shall be accepted as an original. All executed counterparts and each of them will be

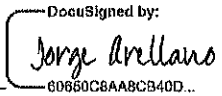
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deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

**Plaintiff & Class Representative:** **PLAINTIFF, JORGE M. ARELLANO RAMIREZ**

Dated: 11/14/2025

By:   
Jorge M. Arellano Ramirez

**Defendant:** **DEFENDANT, SOL ACCEPTANCE, LLC**

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


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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Plaintiff's Counsel:** **MOON LAW GROUP, PC**

Dated: November 14, 2025

By:   
Kane Moon  
H. Scott Leviant  
Jaeyoung Lee

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**Plaintiff & Class Representative:** **PLAINTIFF, JORGE M. ARELLANO RAMIREZ**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
*Jorge M. Arellano Ramirez*

**Defendant:** **DEFENDANT, SOL ACCEPTANCE, LLC**

Dated: 11/7/2025 By: Mark Howlett  
Print Name

*Mark Howlett*  
Signature

CEO  
Title

**Plaintiff's Counsel:** **MOON LAW GROUP, PC**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Kane Moon  
H. Scott Leviant  
Jaeyoung Lee

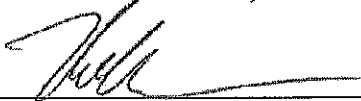
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*Attorneys for Plaintiff, Jorge M. Arellano Ramirez*

**Defendant's Counsel:**

**THE GREEN FIRM, P.C.**

Dated: 11/07/2025

By:   
Noah Green

*Attorneys for Defendant, SOL Acceptance, LLC*

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

*Jorge M. Arellano Ramirez v. SOL Acceptance, LLC  
Superior Court of the State of California, County of Orange  
Case No. 30-2023-01360685-CU-OE-CXC*

This First Amendment to Class Action and PAGA Settlement Agreement and Class Notice (“First Amendment”) is made by and between the Named Plaintiff and Defendant (the “Parties”) and enumerates all amended terms of the Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement Agreement”).

All other provisions of the Settlement Agreement are incorporated by this reference as if set forth fully herein, and this First Amendment shall not be deemed a waiver by any party of any provisions, conditions, obligations, or rights otherwise available under the Settlement Agreement.

**RECITALS**

WHEREAS, on or around November 14, 2025, the Parties fully executed the Settlement Agreement, and Plaintiff shortly submitted a Motion for Preliminary Approval of the Class Action and PAGA Settlement Agreement to the Superior Court of the State of California, County of Orange (the “Court”);

WHEREAS, on or around March 13, 2026, the Court issued a Minute Order noting several issues in the original Settlement Agreement and continued the initial hearing so that the Parties may remedy those issues;

Whereas, the Parties now execute this First Amendment that directly addresses those issues.

**A. AMENDMENTS MADE TO THE SETTLEMENT AGREEMENT**

On the cover page, the title of the document is hereby amended to “Amended Class Action and PAGA Settlement Agreement and Class Notice.”

Section 8 of the Settlement Agreement is hereby amended to clarify that the Escalator Clause applies to a set increase in Class Members:

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 69 Class Members and 7,029 Total Workweeks during the Class Period and (2) there were 37 Aggrieved Employees who worked 634 Pay Periods during the PAGA Period. If the number of actual Class Members at the close of the Class Period is more than ten percent (10%) higher than the estimated number of Class Members (i.e., exceeds 76 Class Members), Gross Settlement Amount will be increased by one percent (1%) for each one percent that the true class size exceeds ten percent (10%) of the estimated class size of 69 Class Members.

It is hereby agreed.

PLAINTIFF JORGE M. ARELLANO RAMIREZ

DocuSigned by:  
*Jorge Arellano*  
60650CBA8CB40D...

By \_\_\_\_\_

Dated: 4/10/2026

DEFENDANT SOL ACCEPTANCE, LLC

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

By \_\_\_\_\_

Name:  
Title:

APPROVED AS TO FORM:

Dated: 4/10/2026

MOON LAW GROUP, PC

By  \_\_\_\_\_

Kane Moon  
H. Scott Leviant  
Jaeyoung Lee  
Attorneys for Plaintiff

APPROVED AS TO FORM:

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

THE GREEN FIRM, P.C.

By \_\_\_\_\_

Noah Green  
Attorney for Defendants

It is hereby agreed.

PLAINTIFF JORGE M. ARELLANO RAMIREZ

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

By \_\_\_\_\_

DEFENDANT SOL ACCEPTANCE, LLC

Dated: 4/9/2026

DocuSigned by:  
*Mark Howlett*  
By \_\_\_\_\_  
Name: Mark Howlett  
Title: CEO

APPROVED AS TO FORM:

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

MOON LAW GROUP, PC

By \_\_\_\_\_  
Kane Moon  
H. Scott Leviant  
Jaeyoung Lee  
Attorneys for Plaintiff

APPROVED AS TO FORM:

Dated: 4/10/2026

THE GREEN FIRM, P.C.

By *Noah Green*  
\_\_\_\_\_  
Noah Green  
Attorney for Defendants

# EXHIBIT 2

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

*Ramirez v. SOL Acceptance, LLC. Case No. 30-2023-01360685-CU-00E-CXC*  
Orange County Superior Court

*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 defendant SOL Acceptance, LLC. ("SOL Acceptance" or "Defendant") for alleged wage and hour violations. The Action was filed by former SOL Acceptance employee Jorge M. Arellano Ramirez and seeks payment of (1) back wages and other relief for a class of hourly employees ("Class Members" or "Class Member") who worked for SOL Acceptance during the "Class Period" (November 9, 2019 through earlier of October 24, 2025, or the date of preliminary approval, who did not sign a separation or release agreement with Defendant and, (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for Defendant during the "PAGA Period" (November 9, 2022 to the earlier of October 24, 2025, or the date of preliminary approval.) ("Aggrieved Employees" or "Aggrieved Employee").

The proposed settlement (the "Settlement") has two main parts: (1) a "Class Settlement" requiring Defendant to fund individual settlement payments to Class Members ("Individual Class Payments"), and (2) a "PAGA Settlement" requiring Defendant to fund individual settlement payments to Aggrieved Employees ("Individual PAGA Payments") and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records, you are not eligible for such a payment under the Settlement because you didn't work during the covered period commencing May 21, 2021.)

The above estimates are based on Defendant's records showing that you worked [REDACTED] workweeks during the Class Period, and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks or pay periods during either of those periods, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The court has 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, depending on whether you take action or do nothing in response to this Notice. 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 the LWDA to give up their rights to assert certain claims against Defendant. The final approval hearing is scheduled to be held on [REDACTED] at [REDACTED] in Department CX101 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701.

If you worked for SOL Acceptance 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 as a Class Member and/or an Individual PAGA Payment as an Aggrieved Employee. As a Class Member, though, you will give up your right to assert Class Period wage claims against Defendant. You will have the right to object to any part of the proposed Settlement if you do not exclude yourself from the Class Settlement.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a Request for Exclusion to the Administrator, 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 in the Action. You cannot opt-out of the PAGA portion of the proposed Settlement.

SOL Acceptance 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><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>	<p>If you do nothing, you will be a participant in the Settlement, 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><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is</b>  <span style="background-color: #cccccc; display: inline-block; width: 100px; height: 1em;"></span></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 Settlement payments to all Aggrieved Employees, and the LWDA and Plaintiff give up their rights to pursue Released PAGA Claims (defined below).</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by</b>  <span style="background-color: #cccccc; display: inline-block; width: 100px; height: 1em;"></span></p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p><b>You Can Participate in the</b>  <span style="background-color: #cccccc; display: inline-block; width: 100px; height: 1em;"></span> <b>Final Approval Hearing</b></p>	<p>The court's Final Approval Hearing is scheduled to take place on <span style="background-color: #cccccc; display: inline-block; width: 100px; height: 1em;"></span>. 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 remote appearance options. Participating Class Members can verbally object to the Settlement at the final approval hearing. See Section 8 of this Notice.</p>
<p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by</b>  <span style="background-color: #cccccc; display: inline-block; width: 100px; height: 1em;"></span></p>	<p>The amount of your Individual Class Payment and Individual 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 of 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 <span style="background-color: #cccccc; display: inline-block; width: 100px; height: 1em;"></span> See Section 4 of this Notice.</p>

### 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former SOL Acceptance employee. Plaintiff accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks, and accurate itemized wage statements. 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: Moon Law Group, PC ("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?

The court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant (the "Parties") in an effort to resolve the Action, have discussed, and worked out the claims and terms in order to settle the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a 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 \$225,000.00 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 Counsels' 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 make the settlement payment to the Administrator in a single payment. Defendant will fund the Gross Settlement 14 days after the judgement entered by the court becomes final. The judgment will be final on the date the Court enters judgment, or a later date if 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 \$75,000.00 (One Third of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$7,500.00 for the class representative service 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 an estimated \$[REDACTED] to the Administrator for services administering the Settlement.

D. \$25,000.00 for PAGA penalties, allocated 75% to the LWDA 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.

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 30% of each Individual Class Payment to taxable wages ("Wage Portion") and 70% 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 redirected to the California Controller's Unclaimed Property Fund.

6. Requests for exclusion from the Class Settlement ("Opt-Outs"). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to Opt-Out. The easiest way to notify the Administrator is to send in the Request for Exclusion Form attached to this notice by the [REDACTED] response deadline. The Request for Exclusion should be signed. 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 in the Action but 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 to 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, [REDACTED] (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 and/or pay periods, 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 another 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 "Released Parties" are SOL Acceptance, and any predecessor, successor, subsidiary, parent, affiliated or related entity, and each of their owners, managers, managerial employees, agents, directors, and officers.

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, causes of action, and factual or legal theories that were alleged on behalf of Settlement Class Members in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, including, but not limited to, any and all claims, actions, and causes of action, arising during the Class Period, for: Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; 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. The PAGA release. After the court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff and the LWDA will release the PAGA claim for violations identified in Plaintiff's PAGA Notice to the LWDA. The PAGA Notice may be accessed by going to <https://cadir.my.salesforce-sites.com/PagaSearch>. Plaintiff's LWDA number is LWDA-CM-992315-23.

The PAGA Release is as follows:

The State of California; anyone purporting to act on its behalf, including Plaintiff Jorge M. Arrellano Ramirez; and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release and do 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 civil penalties and PAGA penalties that were alleged, or reasonably could have been alleged, in the Operative Complaint, PAGA Complaint, or the PAGA Notice, or which were ascertained in the course of the Litigation based on the Operative Complaint for violations of California Labor Code, including, but not limited to, Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];

Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; . Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; and Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].

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

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the individual PAGA amount by the total number of PAGA Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

3. Workweek/pay period challenges. The number of Class Period workweeks you worked during the Class Period and the number of PAGA pay periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [REDACTED] 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. You may also use the Challenge Form attached to this Notice. 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 Class Members) and Defendant's Counsel.

#### **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 all Class Members who qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if any.

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 who is eligible as an Aggrieved Employee).

**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?**

Send in a Request for Exclusion to the Administrator. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class portion of the Settlement and includes the Class Member's name, address and email address or telephone number. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to identify the Action in a way that is clear (include the case name and case number). The Administrator must receive your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

**If you wish to opt-out of the Class Settlement, DO NOT send in a written objection.**

#### **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 16 court days before the [REDACTED] final approval hearing, Class Counsel and/or Plaintiff will file in court a motion for final approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request for awards of fees, litigation expenses and a 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.

A Participating Class Member who disagrees with any aspect of the Settlement, the motion for final approval and for awards of 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 [REDACTED]. Be sure to tell the Administrator in your written objection what you object to, why you object, and any facts that support your objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally hire 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 (below) for specifics regarding the final approval hearing.

**If you wish to object in writing or in person, DO NOT send in a Request for Exclusion.**

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

You can, but don't have to, attend the final approval hearing on [REDACTED] at [REDACTED] in Department CX101 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. At the hearing, the court 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 by Zoom.

It's possible the court will reschedule the final approval hearing. You should contact Class Counsel to verify the date and time of the final approval hearing if you are planning to attend the hearing or have your own lawyer attend.

#### **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 obtain and read the Agreement or any other Settlement document is to go to the Administrator's website at [REDACTED]. 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/civil-case-access>, selecting the case number search and entering the case number for the Action as instructed on the web form.

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

##### **Class Counsel:**

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##### **Defendant's Counsel**

Noah Green  
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The Green Firm, PC  
300 Spectrum Center Drive, Suite 1550  
Irvine, CA 92618  
T: 949.535.2124  
<http://www.gspattorneys.com>

##### **Settlement Administrator:**

Name of Company: Apex Class Action Administration  
Email Address: [claims@apexclassaction.com](mailto:claims@apexclassaction.com)  
Mailing Address: Apex Class Action, LLC  
P.O. Box 54668  
Irvine, CA 92619  
Telephone: (800) 355-0700

#### **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.

#### **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.

**12. WHAT IS A PAGA PENALTY?**

The Net Settlement is money paid to settle claims for Participating Class Members. But the PAGA claim is different. PAGA penalties were originally penalties that only the State of California could collect through an enforcement action brought by the State against an employer. In 2004, the State enacted PAGA, a law that allows employees to try to recover those penalties for the State. Under PAGA, the State agrees to share 25% of its penalties with the affected employees (here, the Aggrieved Employees). The PAGA settlement proposed as part of this Settlement is a settlement of the State's PAGA claim.



<<PSA ID>>  
<<First Last>>  
<<Address>>  
<<City, State, Zip, Country>>

Name/Address Changes (if any):

**REQUEST FOR EXCLUSION FORM**

*You are receiving this form because you may be entitled to receive money from a class action settlement.*

*Use and return this form only if you wish to be excluded from the Settlement Class and do not wish to object to the Settlement. If you exclude yourself from the Class by completing and returning this form, you will not receive your Individual Class Payment, will not be subject to the terms of the Settlement, and will retain whatever rights you may currently have. However, even if you exclude yourself from the Settlement Class, you will still receive your Individual PAGA Payment if the Court approves the Settlement.*

*If you wish to remain in the Settlement Class and receive an Individual Class Payment, disregard this form. You do not need to do anything to receive a settlement payment, and you will receive a check by U.S. Mail if the Court approves the Settlement.*

**To be valid, your Request for Exclusion Form must be signed by you and returned to the Settlement Administrator at the address or email address provided below. To be timely, your Request for Exclusion Form must be postmarked or have a transmission date on or before [REDACTED], 2026.**



**I hereby confirm that I have received notice of the proposed Settlement in the lawsuit *Ramirez v. SOL Acceptance, LLC*. Case No. 30-2023-01360685-CU-00E-CXC, and I wish to be excluded from the Settlement Class. I understand that I will not receive an Individual Class Payment and will not be bound by the Released Class Claims. However, I understand that I will still receive my Individual PAGA Payment.**

**Dated:** \_\_\_\_\_ **Full Name:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_



**What is the Settlement Administrator's contact information?**

*Ramirez v. SOL Acceptance, LLC*  
c/o [Settlement Administrator Name]  
[ADDRESS]  
[ADDRESS]  
[PHONE NUMBER] | [EMAIL]



<<PSA ID>>  
<<First Last>>  
<<Address>>  
<<City, State, Zip, Country>>

Name/Address Changes (if any):  
\_\_\_\_\_  
\_\_\_\_\_

**CHALLENGE FORM**

*You are receiving this form because you may be entitled to receive money from a class action settlement. Use and return this form only if you wish to challenge the number of Workweeks and/or PAGA Pay Periods credited to you during the Class Period and/or PAGA Period. If you wish to challenge the number of Workweeks and/or PAGA Pay Periods, do not submit a Request for Exclusion. If the Court overrules your challenge, you will receive your Individual Class Payment and Individual PAGA Payment as calculated by the Settlement Administrator. You will subject to the terms of the Settlement, including the release of claims as set forth in the Settlement.*

**To be valid, your Challenge Form must be signed by you and returned to the Settlement Administrator at the address or email provided below. To be timely, your Challenge Form must be postmarked or have a transmission date on or before [REDACTED], 2026.**



**I challenge the number of Workweeks and/or PAGA Pay Periods credited to me during the Class Period and/or PAGA Period in the settlement in Ramirez v. SOL Acceptance, LLC. Case No. 30-2023-01360685-CU-00E-CXC. (Please attach any copies of your pay stubs or any documentation to support your dispute.)**

**I believe I worked \_\_\_\_\_ Workweeks and \_\_\_\_\_ PAGA Pay Periods because:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Dated:** \_\_\_\_\_ **Full Name:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

**What is the Settlement Administrator's contact information?**

Ramirez v. SOL Acceptance, LLC.  
c/o [Settlement Administrator Name]  
[ADDRESS]  
[ADDRESS]  
[PHONE NUMBER] | [EMAIL]