CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Erick Rayo ("Rayo"), Porfirio Landeros ("Landeros"), Joevany Cabada ("Cabada"), and Dulce Maria Macias Gutierrez ("Gutierrez") (collectively, "Plaintiffs") and Defendants Cintas Corporation, Cintas Corporate Services, Inc., Cintas Corporation No. 2, and Cintas Corporation No. 3 (collectively, "Defendants"), on the other hand. The Agreement refers to Plaintiffs and Defendants collectively as the "Parties," or individually as a "Party."

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1.1 "Actions" means the lawsuits filed by Plaintiffs alleging wage and hour violations against Defendants entitled *Erick Rayo v. Cintas Corporate Services, Inc.*, Case No. 30-2020-01150579-CU-OE-CXC, filed in the Superior Court of California, Orange County; *Porfirio Landeros, et al. v. Cintas Corporation, et al.*, Case No. 20CMCV00326, filed in the Superior Court of California, Los Angeles County; *Porfirio Landeros v. Cintas Corporation No. 3, et al.*, Case No. 20STCV35571, filed in the Superior Court of California, Los Angeles County; *Dulce Maria Macias Gutierrez v. Cintas Corporation No. 3, et al.*, Eastern District of California, Case No. 2:25-cv-00405-DJC-CKD, filed in the Superior Court of California, San Joaquin County, Case No. STK-CV-UOE-2024-0016686. The actions, other than those filed by Plaintiff Gutierrez, were later coordinated into the *Cintas Wage and Hour Cases*, Judicial Council Coordination Proceeding No. JCCP5191 in the Superior Court of California for the County of Los Angeles, as discussed below.

1.2 "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 "Aggrieved Employees" means all current or former non-exempt or hourly-paid employees of Defendants who worked in California during the PAGA Period.

1.5 "Class" means all current or former non-exempt or hourly-paid employees of Defendants who worked in California during the Class Period.

1.6 "Class Counsel" means, collectively, Marcus J. Bradley, Kiley L. Grombacher, and Brandon J. Sweeney of Bradley/Grombacher, LLP, and Sahag Majarian, II of the Law Offices of Sahag Majarian II on behalf of Plaintiff Rayo, and Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, and Selena Matavosian of Lawyers *for* Justice, PC on behalf of Plaintiffs Landeros, Cabada, and Gutierrez.

1.7 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and litigation costs and expenses, respectively, incurred to prosecute the Actions.

1.8 “Class Data” means all Class Members’ identifying information in Defendants’ possession including each Class Member’s last-known full name, last-known mailing address, Social Security Number, last-known email address (if available), number of Workweeks worked during the Class Period, and number of PAGA Pay Periods worked during the PAGA Period.

1.9 “Class Member” means a member of the Class.

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

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

1.12 “Class Period” means December 3, 2020 through January 23, 2026, or, if applicable, the Alternate End Date pursuant to Paragraph 8.

1.13 “Class Representatives” means, collectively, the named Plaintiffs in the Actions, Erick Rayo, Porfirio Landeros, Joevany Cabada, and Dulce Maria Macias Gutierrez, seeking Court approval to serve as Class Representatives.

1.14 “Class Representatives Service Payment” means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions, as well their broader individual release of claims and California Civil Code section 1542 waiver as provided in Paragraph 5.1 below.

1.15 “Class Settlement” means the settlement and release of the Released Class Claims.

1.16 “Court” means the Superior Court of California, County of Los Angeles.

1.17 “Defendants” means Cintas Corporation, Cintas Corporate Services, Inc., Cintas Corporation No. 2, and Cintas Corporation No. 3.

1.18 “Defense Counsel” means Spencer C. Skeen, Jesse C. Ferrantella, and Yousaf M. Jafri of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

1.19 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its order granting final approval of the Settlement; and (b) the Judgment is final. If no objections are submitted, the Judgment is final on the day the Court enters Judgment; if an objection is submitted and not withdrawn, then the Judgment is final sixty (60) calendar days after the Judgment is entered without an appeal being filed or if a timely appeal from the Judgment is filed, the day after the appellate court confirms the Judgment and issues a remittitur.

1.20 “Final Approval” or “Final Approval Order” means the Court’s entry of the order granting final approval of the settlement.

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

1.22 "Gross Settlement Amount" means $4,800,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount shall be all in with no reversion to Defendants. The employer's share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendants. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administration Expenses Payment.

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

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

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

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

1.27 "LWDA PAGA Payment" means the 75% share of the PAGA Penalties to be paid to the LWDA under Labor Code section 2699, subd. (i).

1.28 "Net Settlement Amount" is the amount available to pay Individual Class Payments to Participating Class Members, and this amount will be the Gross Settlement Amount less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

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

1.30 "Operative Complaint" means the First Amended Consolidated Class and Representative Action Complaint, filed in the JCCP Action on February 2, 2026.

1.31 "PAGA" means the Private Attorneys General Act, California Labor Code § 2698. *et seq.* Unless otherwise specified, all citations and references to this statute are to the version of the statute prior to the amendment effective July 1, 2024; the amended statute does not apply to the Actions and the Settlement pursuant to California Labor Code section 2699(v), as amended, because the PAGA Notices were all submitted to the LWDA before June 19, 2024.

1.32 "PAGA Notice(s)" means, collectively, the Rayo PAGA Notice, Landeros PAGA Notice, and Cabada PAGA Notice (as defined below).

1.33 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period, which will be calculated by Defendants.

1.34 “PAGA Penalties” means the total amount of PAGA civil penalties ($250,000.00) to be paid from the Gross Settlement Amount, allocated as 25% to the Aggrieved Employees ($62,500.00) and the 75% to LWDA ($187,500.00) in settlement of PAGA claims.

1.35 “PAGA Period” means the period from June 3, 2019 through January 23, 2026, or, if applicable, the Alternate End Date pursuant to Paragraph 8.

1.36 “PAGA Settlement” means the settlement and release of the Released PAGA Claims.

1.37 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.

1.38 “Plaintiffs” means, collectively, Erick Rayo, Porfirio Landeros, Joevany Cabada, and Dulce Maria Macias Gutierrez, the named plaintiffs in the Actions.

1.39 “Preliminary Approval” means the Court’s entry of the Order Granting Preliminary Approval of the Settlement.

1.40 “Preliminary Approval Order” means the contemplated Order Granting Preliminary Approval of the Settlement.

1.41 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.42 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.43 “Released Parties” means Defendants, and each of their former and present insurers, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, executive-level employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendants.

1.44 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.45 “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Class Settlement, (b) mail written objections to the Class Settlement, and/or (c) mail. For Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator, the Response Deadline will be extended to the date that is fourteen (14) calendar days beyond the original Response Deadline. The timeliness of submitted Requests for Exclusion will be determined by valid postmark.

1.46 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.47 "Workweek(s)" means any week during which a Class Member worked for Defendants for at least one day during the Class Period, which will be calculated by Defendants.

2. RECITALS

2.1 On January 17, 2020, Plaintiff Rayo provided written notice to the LWDA and Defendant Cintas Corporate Services, Inc. regarding the specific provisions of the California Labor Code and Industrial Welfare Commission Wage Orders that he alleges Defendant Cintas Corporate Services, Inc. violated to the LWDA and Defendants ("Rayo PAGA Notice").

2.2 On January 17, 2020, Plaintiff Rayo filed a Class Action Complaint against Defendant Cintas Corporate Services, Inc. in the Orange County Superior Court, Case No. 30-2020-01124997-CU-OE-CXC ("Rayo Class Action"). On July 6, 2020, Plaintiff Rayo filed a Representative Action Complaint against Defendant Cintas Corporate Services, Inc. in the Orange County Superior Court, Case No. 30-2020-01150579-CU-OE-CXC (i.e., Rayo PAGA Action). On August 11, 2020, the Rayo Class Action was dismissed.

2.3 On September 17, 2020, Plaintiff Landeros provided written notice to the LWDA and Defendants regarding the specific provisions of the California Labor Code and Industrial Welfare Commission Wage Orders that he alleges Defendants violated to the LWDA and Defendants ("Landeros PAGA Notice").

2.4 On September 17, 2020, Plaintiff Landeros filed a Class Action Complaint for Damages against Defendants in the Los Angeles County Superior Court, Case No. 20STCV35571, which was later removed by Defendants on October 28, 2020 to the to the United States District Court for the Central District of California, Case No. 2:20-cv-09931-ODW0-GJS ("Landeros Class Action"). On February 24, 2021, Defendants filed a Motion to Compel Arbitration and Dismiss or Stay Action, along with supporting documents, in the Landeros Class Action. On February 26, 2021, Plaintiff filed a Motion to Remand Pursuant to 28 U.S.C. § 1447, along with supporting documents, in the Landeros Class Action. On June 9, 2021, the Court entered an Order Denying Motion to Remand and Granting Defendants' Motion to Compel Arbitration, thereby dismissing the Landeros Class Action without prejudice.

2.5 On September 18, 2020, Plaintiff Cabada provided written notice to the LWDA and Defendants regarding the specific provisions of the California Labor Code and Industrial Welfare Commission Wage Orders that he alleges Defendants violated to the LWDA and Defendants ("Cabada PAGA Notice").

2.6 On December 11, 2020, Plaintiffs Landeros and Cabada filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendants in the Los Angeles County Superior Court, Case No. 20CMCV00326 (i.e., Landeros PAGA Action).

2.7 On July 9, 2021, Defendants filed a Petition for Coordination in the Landeros PAGA Action. On November 1, 2021, the Rayo PAGA Action, Landeros Action, and the action entitled *Luis Zambrano v. Cintas Corporate Services, Inc., et al.*, Los Angeles County Superior Court, Case No. 20NWCV00284 ("Zambrano Action") were coordinated into the Cintas Wage and Hour Cases, Judicial Council Coordination Proceeding No. JCCP5191 in the Superior Court of

California for the County of Los Angeles ("JCCP Action"). The Zambrano Action settled on an individual basis and was dismissed on August 16, 2023.

2.8 On October 11, 2022, Defendants filed a Motion for Order Compelling Arbitration and Dismissing Action of Plaintiffs' Landeros and Cabada ("Motion to Compel Arbitration"). On October 21, 2022, Plaintiffs Landeros and Cabada filed an Opposition to the Motion to Compel Arbitration. On October 27, 2022, Defendants filed a Reply in support of the Motion to Compel Arbitration. On November 16, 2022, the Court entered an Order, thereby granting the Motion to Compel Arbitration, in part, and compelling Plaintiffs Landeros and Cabada's individual claims (including their individual PAGA claims) to arbitration.

2.9 On August 1, 2023, Plaintiffs Landeros and Cabada submitted a Demand for Arbitration with the American Arbitration Association ("AAA"). On September 14, 2023, Plaintiff Rayo submitted a Demand for Arbitration with the AAA. On July 8, 2024, Plaintiff Rayo resolved his individual claims in arbitration, and the matter was closed by AAA. Plaintiffs Landeros and Cabada are in the process of closing out the matter with the AAA. On February 7, 2024, the Court granted Plaintiffs' motion to lift the stay as to Plaintiff Cabada's non-individual PAGA claims.

2.10 On December 3, 2024, Plaintiff Gutierrez filed a Class Action Complaint for Damages against Defendants in the San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-0016686, which was later removed by Defendants, on January 29, 2025, to the United States District Court for the Eastern District of California, Case No. 2:25-cv-00405-DJC-CKD ("Gutierrez Action"). On March 2, 2026, Plaintiff Gutierrez filed a Request for Dismissal in the Gutierrez Action.

2.11 On February 2, 2026, Plaintiffs filed a First Amended Consolidated Class and Representative Action Complaint ("Operative Complaint") in the JCCP Action, thereby consolidating all the claims and parties into a single consolidated complaint against Defendants, consistent with the Released Class Claims and Released PAGA Claims as set forth herein. The Operative Complaint alleges claims for (i) failure to pay overtime (Lab. Code §§ 510 and 1198); (ii) failure to provide meal periods (Lab. Code §§ 226.7 and 512(a)); (iii) failure to provide rest periods (Lab. Code §§ 226.7 & 512); (iv) failure to pay all wages (Lab. Code §§ 1194, 1197, 1197.1); (v) failure to pay wages upon separation of employment (Lab. Code §§ 201, 202, and 203); (vi) failure to pay wages during employment (Lab. Code § 204); (vii) failure to furnish accurate, itemized wage statements upon payment of wages (Lab. Code § 226(a); (viii) failure to keep complete and accurate payroll records (Lab. Code § 1174(d)); (ix) failure to provide reimbursement for business expenses (Lab. Code §§ 2800 and 2802); (x) failure to pay sick pay at the regular rate (Lab. Code § 246); (xi) failure to pay accrued vacation wages (Lab. Code § 227.3); (xii) unfair business practices; and (xiii) violations of PAGA. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action asserted in the Operative Complaint.

2.12 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs Rayo, Landeros, and Cabada gave written notice to Defendants and the LWDA by sending the PAGA Notices.

2.13 The Parties attended mediation on January 6, 2025 with the Honorable Judge Ronald S. Prager (Ret.), but were unable to come to a settlement. On March 24, 2025, the Parties participated in a second one-day mediation presided over by Kevin T. Barnes, Esq. The case did not settle at mediation. However, the Parties continued to correspond regarding potential resolution of the matter, and on November 24, 2025, the Parties executed a Memorandum of Understanding ("MOU").

2.14 Plaintiffs obtained statistical data regarding the Aggrieved Employees and Class Members, payroll records, time records, and employment policies and records. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.15 The Court has not granted class certification.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants agree to pay $4,800,000.00, and no more, as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portion (defined below) of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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 Order:

3.2.1 To Plaintiffs: Class Representatives Service Payments to the Class Representatives of not more than $10,000.00 for each representative (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members and Aggrieved Employees). As part of the Final Approval motion, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. Defendants will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed this amount. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for taxes owed on the Class Representative Service Payments.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be $1,680,000.00 (if the Gross Settlement Amount remains $4,800,000.00) and a Class Counsel Litigation Expenses Payment not to exceed more than $75,000.00. As part of the Final Approval motion, Plaintiffs and Class Counsel will request approval of the Class Counsel Fees Payment and Class Litigation Expenses Payment. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation

Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $33,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $33,000.00, the Administrator will allocate the remainder to the Net Settlement Amount.

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

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (excluding any portion of the share of the PAGA Penalties) (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (excluding any portion of the share of the PAGA Penalties) (the "Non-Wage Portion"). The Non-Wage Portion and PAGA Penalties are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $250,000.00 to be paid from the Gross Settlement Amount, with 75% ($187,500.00) allocated to the LWDA PAGA Payment and 25% ($62,500.00) 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 PAGA Penalties ($62,500.00) by the total number of PAGA Pay Periods of all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's individual PAGA Pay Periods. Aggrieved

Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Members' Workweeks. Based on a review of its records, as of March 24, 2025, Defendants estimate there are approximately 5,300 Class Members who collectively worked a total of approximately 622,865 Workweeks.

4.2 Class Data. Not later than thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. The Class Data shall not be shared with either Plaintiffs or Class Counsel unless expressly approved by Defendants and Defense Counsel, or if a Class Member requests that their personal data be shared with Class Counsel. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted a Class Member's identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendants will fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will transmit payments for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class United States Postal Service ("USPS") mail, postage prepaid. The face of each check will prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided, which will be 180 calendar days (hereinafter "Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual

Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including*, inter alia,* Non-Participating Class Members who qualify as Aggrieved Employees and Class Members for whom Class Notice was returned undelivered, who qualify as Aggrieved Employees. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment, if applicable. Before mailing any checks, for only those Class Members for whom the Class Notice was returned undelivered and for whom an alternate address was not located by way of a skip-trace performed earlier by the Settlement Administrator, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Participating Class Members and Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the National Change of Address Database search. The Administrator need not take further steps to deliver checks to Participating Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Participating Class Member and/or Aggrieved Employee prior to the void date, in which case the re-issued check would be valid until the later of the 180-day check cashing period or the date that is fifteen (15) calendar days from the date of re-issuance, whichever is later.

4.4.3 For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment check and/or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Division in the name of the Participating Class Member and/or Aggrieved Employee, and in their respective payment amount, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. RELEASES OF CLAIMS. Upon the Effective Date full funding of the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, the State of California, the LWDA, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. In addition to the claims released under Sections 5.2 and 5.3 below, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, agree to a general release of any and all claims, transactions, or occurrences against Released Parties—which will include without limitation any and all claims which in any way relate to Plaintiffs' employment with Defendants, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Complaint or not, including but not limited to any claims under the Fair Labor Standards Act ("FLSA"), Title VII, Americans with Disabilities Act ("ADA"), Fair Employment and Housing Act ("FEHA"), Age Discrimination in Employment Act ("ADEA"), Private Attorneys General Act ("PAGA"), California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof (collectively, "Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

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

5.2 Released Class Claims 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, will release and discharge the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the factual allegations alleged in the Operative Complaint and that arose during the Class Period, including, but not limited to, claims for violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 223, 226, 226.7, 227.3, 246, 248.6, 510, 512, 516, 1174, 1174.5, 1182, 1194, 1197, 1197.1, 1198, 2800, 2802 for: (i) failure to pay overtime; (ii) failure to provide meal periods and to properly provide premium pay in lieu thereof; (iii) failure to provide rest periods and to properly provide premium pay in lieu thereof; (iv) failure to pay minimum wages; (v) failure to pay wages upon separation of employment; (vi) failure to pay wages during employment; (vii) failure to provide complete and accurate wage statements; (viii) failure to keep complete and accurate payroll records; (ix) failure to provide reimbursement for business expenses; (x) failure to pay vacation time; (xi) failure to provide paid sick leave; and (xii) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or on any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint (collectively, "Released Class Claims"). Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Released PAGA Claims by Aggrieved Employees, State of California, and LWDA: The LWDA and the State of California and Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, *et seq*. that were alleged, or reasonably could have been alleged, based on the factual allegations stated in the Operative Complaint and the PAGA Notices and that arose during the PAGA Period, including but not limited to, claims for violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 223, 226, 226.7, 227.3, 246, 248.6, 510, 512, 516, 1174, 1174.5, 1182, 1194, 1197, 1197.1, 1198, 2800, 2802 for: (i) failure to pay overtime; (ii) failure to provide meal periods and to properly provide premium pay in lieu thereof; (iii) failure to provide rest periods and to properly provide premium pay in lieu thereof; (iv) failure to pay minimum wages; (v) failure to pay wages upon separation of employment; (vi) failure to pay wages during employment; (vii) failure to provide complete and accurate wage statements; (viii) failure to keep complete and accurate payroll records; (ix) failure to provide reimbursement for business expenses; (x) failure to pay vacation time; and (xi) failure to provide paid sick leave (collectively, "Released PAGA Claims").

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

6.1 Plaintiffs' Responsibilities. Class Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under California Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and the nature and extent of any financial relationship with any Plaintiffs, Class Counsel or Defense Counsel; (iv) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (California Labor Code section 2699.3, subd. (a)), Operative Complaint (California Labor Code section 2699, subd. (l)(1)), this Agreement (California Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator. In their declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval.

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

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

7. SETTLEMENT ADMINISTRATION.

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

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the Qualified Settlement Fund and use that, for purposes of reporting payroll tax withholdings to state and federal tax authorities.

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

7.4 Notice to Class Members.

7.4.1 No later than five (5) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.

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

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

7.4.4 The deadlines for Class Members to submit a written objection to the Class Settlement, challenge to Workweeks and/or PAGA Pay Periods, and/or Request for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5 <u>Requests for Exclusion (Opt-Outs).</u>

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class Settlement and includes the Class Member's name, mailing address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the

Participating Class Members' release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Class Settlement.

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

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

7.7 Objections to the Class Settlement.

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

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

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

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

7.8.1 Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

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

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

7.8.4 Workweeks and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than fourteen (14) calendar days after the Response Deadline, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the total number of Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from the Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. <u>CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.</u> Defendants calculated that from December 3, 2020, to March 24, 2025, the Class included approximately 5,300 Class Members who worked approximately 622,865 Workweeks during the Class Period. If the number of Workweeks during the Class Period exceeds 622,865 by more than ten percent (10%), or 62,287 Workweeks, Defendants shall have the option of (1) proportionally increasing the Gross Settlement Amount by the percentage increase in the number of Workweeks worked by the Class Members in excess of 685,152 (i.e., if the percentage increase is 11%, the Gross Settlement Amount would increase by 1%) or (b) cutting off the end date of the Class Period and PAGA Period as of the date the 685,152 Workweek threshold is reached, and such date shall be referred to as the "Alternate End Date."

9. <u>DEFENDANTS' RIGHT TO WITHDRAW</u>. If the number of valid Requests for Exclusion from the Class Settlement identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendants may, but are not obligated, to elect to withdraw from the settlement. The Parties agree that, if Defendants withdraw, the settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw, in writing, not later than fourteen (14) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. <u>MOTION FOR FINAL APPROVAL</u>. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under California Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs will provide drafts of these documents to Defense Counsel as soon as practicable prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

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

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

11. AMENDED JUDGMENT. Pursuant to Paragraph 4.4.3, Parties have agreed that funds remaining from Individual Class Payments and Individual PAGA Payments after the checks are canceled, shall be transmitted to the California Controller's Unclaimed Property Division in the name of the Participating Class Member and/or Aggrieved Employee, and in their respective payment amount, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). If the Court orders otherwise, and as a result, any amended judgment is required under California Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 Notice of the Final Approval Order and Judgment. The Parties shall provide the Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days, and this shall satisfy California Rules of Court, Rule 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required

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

12.3 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, advertise, market, publish, report, post, or promote to the public, or cause or permit another person to disclose, disseminate or publicize, advertise, market, publish, report, post, or promote to the public, any of the terms of the Agreement (or the negotiations leading to this Agreement) directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; (4) in response to an inquiry or subpoena issued by a state or federal government agency; or (6) as required to be disclosed and/or submitted to the LWDA by the PAGA statute. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

12.5 No Publicity. Plaintiffs and Class Counsel will not contact the media about the settlement or respond to any inquiries by the media regarding the Settlement, other than to state that the matter was amicably settled, and the Court did not find Defendants liable. Plaintiffs and their respective counsel also will not post any information about the settlement on social media or their firms' websites (Class Counsel may report the result using generic language such as "Service Provider").

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

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

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

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

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

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

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

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

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

12.15 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.16 Limited Use of Data. Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the data regarding the Class provided to Class Counsel by Defendants or the Administrator in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than sixty (60) calendar days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all settlement funds, Class Counsel shall, to the extent permitted by applicable law and professional responsibility rules, destroy all unnecessary or duplicative paper and electronic versions of class lists and data regarding the Class received from Defendants. Class Counsel shall retain any records necessary to comply with their ongoing ethical and legal obligations, including maintaining client file materials, and no data will be used for any purpose out of this Settlement.

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

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

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

TO PLAINTIFFS:	**TO DEFENDANTS:**
Marcus J. Bradley, Esq. Kiley L. Grombacher, Esq. **BRADLEY/GROMBACHER, LLP** 31365 Oak Crest Drive, Suite 240 Westlake Village, California 91361 Telephone: (805) 270-7100 Facsimile: (805) 270-7589 Sahag Majarian II **LAW OFFICES OF SAHAG MAJARIAN II** 18250 Ventura Boulevard Tarzana, California 91356 Telephone: 818-609-0807 Arby Aiwazian Joanna Ghosh Yasmin Hosseini Selena Matavosian **LAWYERS *for* JUSTICE, PC** 450 North Brand Boulevard Suite 900 Glendale, California 91203 Tel: (818) 265-1020 Fax: (818) 265-1021	Spencer C. Skeen Jesse C. Ferrantella Yousaf M. Jafri **OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.** 4660 La Jolla Village Dr., Suite 900 San Diego, California 92122 Tel: 858-652-3100 Fax: 858-652-3101

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

12.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation, including all the Actions, will be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process, beginning on the date of execution of this Agreement.

PLAINTIFFS	
Date: 3/20/2026	Signed by: 9B4E240A6B97484... Erick Rayo
Date:	Porfirio Landeros
Date:	Joevany Cabada
Date:	Dulce Maria Macias Gutierrez

CINTAS CORPORATION	
Date:	By: Erica F. O'Brien Its:

CINTAS CORPORATION NO. 2	
Date:	By: Erica F. O'Brien Its:

12.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation, including all the Actions, will be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process, beginning on the date of execution of this Agreement.

PLAINTIFFS	
Date:	 Erick Rayo
Date: 03/19/2026	Electronically Signed 2026-03-20 00:38:23 UTC - 172.59.122.148 Nintex AssureSign® 9f55f91e-328c-40ae-972e-b412016bf949 Porfirio Landeros
Date:	 Joevany Cabada
Date:	 Dulce Maria Macias Gutierrez

CINTAS CORPORATION	
Date:	 By: Erica F. O'Brien Its:

CINTAS CORPORATION NO. 2	
Date:	 By: Erica F. O'Brien Its:

12.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation, including all the Actions, will be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process, beginning on the date of execution of this Agreement.

PLAINTIFFS	
Date:	
	Erick Rayo
Date:	
	Porfirio Landeros
Date: 03/19/2026	Electronically Signed 2026-03-19 23:39:36 UTC - 83.171.251.180 Nintex AssureSign® b5527eea-1479-4cc1-9929-b41201689265
	Joevany Cabada
Date:	
	Dulce Maria Macias Gutierrez

CINTAS CORPORATION	
Date:	
	By: Erica F. O’Brien Its:

CINTAS CORPORATION NO. 2	
Date:	
	By: Erica F. O’Brien Its:

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PLAINTIFFS	
Date:	 Erick Rayo
Date:	 Porfirio Landeros
Date:	 Joevany Cabada
Date: 03/20/2026	Electronically Signed 2026-03-21 00:11:37 UTC - 172.59.146.241 Nintex AssureSign® 192a4329-4b7b-416c-b432-b413016e1cb1 Dulce Maria Macias Gutierrez

CINTAS CORPORATION	
Date:	 By: Erica F. O’Brien Its:

CINTAS CORPORATION NO. 2	
Date:	 By: Erica F. O’Brien Its:

CINTAS CORPORATION NO. 3	
Date:	
	By: Erica F. O’Brien Its:

CINTAS CORPORATE SERVICES, INC.	
Date:	
	By: Erica F. O’Brien Its:

APPROVED AS TO FORM AND CONTENT ONLY:

COUNSEL FOR PLAINTIFFS AND DEFENDANTS	
Date: March 20, 2026	
	Marcus J. Bradley, Esq. Kiley L. Grombacher, Esq. **BRADLEY/GROMBACHER, LLP** *Attorneys for* Plaintiff Erick Rayo
Date:	
	Sahag Majarian II **LAW OFFICES OF SAHAG MAJARIAN II** *Attorneys for* Plaintiff Erick Rayo
Date: March 20, 2026	
	Arby Aiwazian Joanna Ghosh Yasmin Hosseini Selena Matavosian **LAWYERS *for* JUSTICE, PC** *Attorneys for* Plaintiffs Porfirio Landeros, Joevany Cabada, and Dulce Maria Macias Gutierrez

CINTAS CORPORATION NO. 3	
Date:	
	By: Erica F. O'Brien Its:

CINTAS CORPORATE SERVICES, INC.	
Date:	
	By: Erica F. O'Brien Its:

APPROVED AS TO FORM AND CONTENT ONLY:

COUNSEL FOR PLAINTIFFS AND DEFENDANTS	
Date:	
	Marcus J. Bradley, Esq. Kiley L. Grombacher, Esq. **BRADLEY/GROMBACHER, LLP** *Attorneys for* Plaintiff Erick Rayo
Date: 3/24/2026	DocuSigned by: Sahag Majarian E600D300963545A...
	Sahag Majarian II **LAW OFFICES OF SAHAG MAJARIAN II** *Attorneys for* Plaintiff Erick Rayo
Date: March 20, 2026	Selena
	Arby Aiwazian Joanna Ghosh Yasmin Hosseini Selena Matavosian **LAWYERS *for* JUSTICE, PC** *Attorneys for* Plaintiffs Porfirio Landeros, Joevany Cabada, and Dulce Maria Macias Gutierrez

Date:	
	Spencer C. Skeen Jesse C. Ferrantella Yousaf M. Jafri **OGLETREE, DEAKINS, NASH, SMOAK, & STEWART, P.C.** *Attorneys for* Defendants

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PLAINTIFFS	
Date:	Erick Rayo
Date:	Porfirio Landeros
Date:	Joevany Cabada
Date:	Dulce Maria Macias Gutierrez

CINTAS CORPORATION	
Date: 3/20/2026	By: Erica F. O'Brien Its: Deputy General Counsel

CINTAS CORPORATION NO. 2	
Date: 3/20/2026	By: Erica F. O'Brien Its: Deputy General Counsel

CINTAS CORPORATION NO. 3	
Date: 3/20/2026	By: Erica F. O'Brien Its: Deputy General Counsel

CINTAS CORPORATE SERVICES, INC.	
Date: 3/20/2026	By: Erica F. O'Brien Its: Deputy General Counsel

APPROVED AS TO FORM AND CONTENT ONLY:

COUNSEL FOR PLAINTIFFS AND DEFENDANTS	
Date:	Marcus J. Bradley, Esq. Kiley L. Grombacher, Esq. **BRADLEY/GROMBACHER, LLP** *Attorneys for* Plaintiff Erick Rayo
Date:	Sahag Majarian II **LAW OFFICES OF SAHAG MAJARIAN II** *Attorneys for* Plaintiff Erick Rayo
Date:	Arby Aiwazian Joanna Ghosh Yasmin Hosseini Selena Matavosian **LAWYERS *for* JUSTICE, PC** *Attorneys for* Plaintiffs Porfirio Landeros, Joevany Cabada, and Dulce Maria Macias Gutierrez

Date: March 20, 2026	
	Spencer C. Skeen Jesse C. Ferrantella Yousaf M. Jafri **OGLETREE, DEAKINS, NASH, SMOAK, & STEWART, P.C.** *Attorneys for* Defendants

EXHIBIT A

<u>COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL</u>

Cintas Wage and Hour Cases
Los Angeles County Superior Court, Judicial Council Coordination Proceeding No. JCCP5191

The Superior Court for the State of California, County of Los Angeles, 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 employee class action lawsuits ("Action(s)") against Cintas Corporation, Cintas Corporate Services, Inc., Cintas Corporation No. 2, and Cintas Corporation No. 3 (collectively, "Defendants") for alleged wage and hour violations. The Actions were filed by former employees Erick Rayo, Porfirio Landeros, Joevany Cabada, and Dulce Maria Macias Gutierrez (collectively,"Plaintiffs") and seeks recovery from Defendants of (1) unpaid wages, unreimbursed business expenses, restitution, statutory penalties, interest, and attorneys' fees and costs for a class of all current or former non-exempt or hourly-paid employees of Defendants who worked in California during the Class Period ("Class Members"); and (2) civil penalties under the California Private Attorney General Act ("PAGA") for all current or former non-exempt or hourly-paid employees of Defendants who worked in California during the PAGA Period ("Aggrieved Employees"). The "Class Period" is December 3, 2020 through [January 23, 2026 or the Alternate End Date pursuant to Paragraph 8 of the Settlement Agreement]. The PAGA Period is from June 3, 2019 through [January 23, 2026 or the Alternate End Date pursuant to Paragraph 8 of the Settlement Agreement].

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

Based on the Defendants' records, **your Individual Class Payment is estimated to be $_________________ (less withholding) and your Individual PAGA Payment is estimated to be $_________________. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period**.)

The above estimates are based on Defendants' records showing that **you worked ___________ Workweeks** during the Class Period and **you worked ___________ PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period or PAGA Pay Periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. **<u>Read this Notice carefully</u>**. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

1. **Do Nothing**. You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert the Released Class Claims. If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

2. **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Released Class Claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA Settlement.

3. **Challenge Your Individual Class Payment and/or Individual PAGA Payment**. If you wish to contest or challenge the number of Workweeks and/or PAGA Pay Periods the Administrator credited to you, then you must write to the Administrator, by the Response Deadline listed below, about why you challenge the number of Workweeks and/or PAGA Pay Periods and provide supporting documentation that you possess to support your challenge.

Defendants 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

You Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and/or an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims and/or Released PAGA Claims against Defendants that are covered by this Settlement.
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is [RESPONSE DEADLINE]**	If you don't want to fully participate in the proposed Class 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. You cannot opt-out of the PAGA Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by [RESPONSE DEADLINE]**	All Class Members who do not submit a valid and timely Request for Exclusion ("Participating Class Members") can object to the Class 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 Plaintiffs who pursued the Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the Final Approval Hearing on [DATE OF HEARING]	The Court's Final Approval Hearing is scheduled to take place on **[DATE]** at **[TIME]**. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Class Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks **Written Challenges Must be Submitted by [RESPONSE DEADLINE]**	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by **[RESPONSE DEADLINE]**. See Section **4** of this Notice.

1. <u>WHAT IS THE ACTION ABOUT?</u>

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay all wages, pay overtime wages, provide complaint meal periods, provide complaint rest periods, to timely pay all wages during employment and upon separation of employment, provide accurate itemized wage statements, keep complete and accurate payroll records, reimburse business expenses, failure to pay sick pay, failure to pay accrued vacation pay, and violating California's Unfair Competition Law. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, *et seq.*) ("PAGA"). Plaintiffs are represented by the following attorneys in the Action: Bradley Grombacher LLP, the Law Offices of Sahag Majarian II, and Lawyers *for* Justice, PC ("Class Counsel.")

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

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

So far, the Court has made no determination whether Plaintiffs or Defendants are correct on the merits. In the meantime, Plaintiffs and Defendants resolved the Actions by negotiating with an experienced, neutral mediator an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Actions and enforcing the Agreement, Plaintiffs and Defendants 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, Defendants does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have 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. Defendants Will Pay $4,800,000.00 as the Gross Settlement Amount. Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement Amount not more than thirty (30) calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

A. Up to $1,680,000.00 (35% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to $75,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Actions without payment.

B. Up to $10,000.00 each as Class Representative Service Payments for filing the Actions, working with Class Counsel, and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment as a Participating Class Member and Aggrieved Employee.

C. Up to $33,000.00 to the Administrator for services administering the Settlement.

D. Up to $250,000.00 for PAGA Penalties, allocated 75% to the LWDA ($187,500.00) and 25% ($62,500.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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 Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Workweeks during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

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

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [Response Deadline], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion from the Class Settlement by the [Response Deadline]. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, email address or telephone number, and a simple statement electing to be excluded from the Class Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert Released PAGA Claims against Defendants.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants

have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion from the Class Settlement. The Administrator will also decide challenges regarding Workweeks and/or PAGA 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 of Released Class Claims. After the Judgment is final and Defendants have fully funded the Gross Settlement Amount (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendants or the Released Parties for the Released Class Claims.

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, will release and discharge the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the factual allegations alleged in the Operative Complaint and that arose during the Class Period, including, but not limited to, claims for violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 223, 226, 226.7, 227.3, 246, 248.6, 510, 512, 516, 1174, 1174.5, 1182, 1194, 1197, 1197.1, 1198, 2800, 2802 for: (i) failure to pay overtime; (ii) failure to provide meal periods and to properly provide premium pay in lieu thereof; (iii) failure to provide rest periods and to properly provide premium pay in lieu thereof; (iv) failure to pay minimum wages; (v) failure to pay wages upon separation of employment; (vi) failure to pay wages during employment; (vii) failure to provide complete and accurate wage statements; (viii) failure to keep complete and accurate payroll records; (ix) failure to provide reimbursement for business expenses; (x) failure to pay vacation time; (xi) failure to provide paid sick leave; and (xii) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or on any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint (collectively, "Released Class Claims").

10. Aggrieved Employees' Release of Released PAGA Claims. After the Judgment is final, and Defendants have fully funded the Gross Settlement Amount (and separately paid all employer payroll taxes), all Aggrieved Employees, the State of California, and the LWDA will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Class Settlement. This means that all Aggrieved Employees, State of California, and the LWDA cannot sue, continue to sue or participate in any other PAGA claim against Defendants and the Released Parties for the Released PAGA Claims.

The Aggrieved Employees' Releases are as follows:

The LWDA and the State of California and Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties recoverable under the Private Attorneys General Act, California Labor Code section 2698, *et seq*. that were alleged, or reasonably could have been alleged, based on the factual allegations stated in the Operative Complaint and the PAGA Notices and that arose during the PAGA Period, including but not limited to, claims for violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 223, 226, 226.7, 227.3, 246, 248.6, 510, 512, 516, 1174, 1174.5, 1182, 1194, 1197, 1197.1, 1198, 2800, 2802 for: (i) failure to pay overtime; (ii) failure to provide meal periods and to properly provide premium pay in lieu thereof; (iii) failure to provide rest periods and to properly provide premium pay in lieu thereof; (iv) failure to pay minimum wages; (v) failure to pay wages upon separation of employment; (vi) failure to pay wages during employment; (vii) failure to provide complete and accurate wage statements; (viii) failure to keep complete and accurate payroll records; (ix) failure to provide reimbursement for business expenses; (x) failure to pay vacation time; and (xi) failure to provide paid sick leave (collectively, "Released PAGA Claims").

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 amount of the Aggrieved Employees' 25% share of PAGA Penalties ($62,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [Response Deadline] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail. 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 Defendants' calculation of Workweeks and/or PAGA Pay Periods based on Defendants' 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 PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every individual who is eligible to receive payment under the PAGA Settlement 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?

Submit a written and signed letter with your name, present address, email address or telephone number, and a simple statement that you do not want to participate in the Class Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the JCCP Action as *Cintas Wage and Hour Cases* (Case No. JCCP5191), and include your identifying information (full name, address, email address or telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [Response Deadline], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with the Class Settlement, the Motion for Final Approval and/or Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [Response Deadline]**. Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the JCCP Action as *Cintas Wage and Hour Cases* (Case No. JCCP5191), and include your name, current address, email address or telephone number, approximate dates of employment for Defendants, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on DATE at TIME in Department 9 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles California 90012. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs and the Administrator. The Court will invite comment from objectors, Class Counsel and Defendants' counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://my.lacourt.org/laccwelcome/). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Plaintiffs and Defendants have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at SITE. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Los Angeles Superior Court website by going to (https://www.lacourt.org/) and entering the Case Number for the JCCP Action, JCCP5191. You can also make an appointment to personally review court documents in the Clerk's Office by calling (213) 310-7000.

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

Class Counsel:
Name of Attorneys: Marcus J. Bradley, Esq., Kiley L. Grombacher, Esq.
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Administrator:
Name of Company: ILYM Group, Inc.
Email Address:
Mailing Address:
Telephone:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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