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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

ERNESTO JAVIER OROZCO, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

SOLID PROPERTY SERVICES, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37-2021-00024361-CU-OE-CTL

*[Assigned for All Purposes to the Honorable
Michael T. Smyth, Dept. 67]*

**DECLARATION OF BENJAMIN H.
HABER IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: June 17, 2027

Time: 9:00 a.m.

Dept.: 67

Action Filed: June 2, 2021

FAC Filed: February 7, 2023

Trial Date: Not Set

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I, Benjamin H. Haber, hereby declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a Partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiff Ernesto Javier Orozco (“Plaintiff”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

2. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

Procedural History

3. On June 2, 2021, Plaintiff filed this putative class action against Defendant Solid Property Services, Inc. (“Defendant”) alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices (“Class Action”).

4. On June 2, 2021, Plaintiff provided written notice to the LWDA and Defendant with the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support. A true and correct copy of Plaintiff's June 2, 2021, letter to Defendant and the LWDA is attached hereto as **Exhibit 1**. The LWDA did not notify Plaintiff that it intended to investigate within 65 days of this written notice.

5. On October 15, 2021, Plaintiff propounded formal written discovery, including Form Interrogatories—General, Form Interrogatories—Employment, Special Interrogatories, Requests for Production of Documents, and Requests for Admission.

6. On January 7, 2022, Defendant provided responses to Plaintiff's written discovery requests.

7. In February 2022, Plaintiff and Defendant engaged in extensive meet and confer efforts regarding Plaintiff's discovery requests, culminating in a comprehensive meet and confer letter, sent to Defendant on February 17, 2022.

8. On July 1, 2022, Plaintiff filed his Motion for Leave to File a First Amended Complaint (“Motion for Leave to Amend”) to add claims for civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”).

9. On January 13, 2023, Defendant filed its Opposition to Plaintiff's Motion for Leave to Amend.

10. On January 20, 2023, Plaintiff filed his Reply in support of his Motion for Leave to Amend.

11. On January 27, 2023, the Court granted Plaintiff's Motion for Leave to Amend, and Plaintiff subsequently filed his First Amended Complaint to add his PAGA claim on February 7, 2023. Thereafter, the Parties engaged in extensive meet and confer efforts to come to a consensus regarding a mutually agreeable mediator.

12. On October 31, 2025, the Parties subsequently participated in a private full-day mediation with David Phillips, Esq. The negotiations were adversarial, conducted at arm's length, and tempered by the efforts of both sides to serve the interests of their clients. The mediator made a proposal, which was accepted by the Parties.

13. Prior to the mediation, the Parties exchanged extensive documents and data and Defendant provided Plaintiff with numerous financial documents. Plaintiff thoroughly reviewed the financial documents, including with the assistance of a forensic accountant.

14. The parties negotiated the terms of the Settlement over the next several months, which was finalized on June 15, 2026. A true and correct copy of the Parties’ fully executed Class Action and PAGA Settlement Agreement (“Settlement Agreement”) is attached hereto as **Exhibit 2**. Attached thereto as **Exhibit A** is a true and correct copy of the Parties’ proposed Class Notice.

15. On September 30, 2026, Plaintiff submitted a copy of the Settlement Agreement to the LWDA. A true and correct copy of the confirmation of submission my office received after submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 3**.

Investigation and Exposure Analysis

16. Prior to attending mediation, Plaintiff's Counsel thoroughly investigated the claims, applicable law, and potential defenses. Plaintiff's Counsel assessed the value of the class claims

1 using the data and documents that Defendant produced in informal discovery, including the number
2 of Class Members, the number of workweeks in the Class Period, the number of pay periods in the
3 PAGA Period, Plaintiff's personnel file/documents concerning Plaintiff, Defendant's employee
4 handbook(s), Defendant's written wage-and-hour policies, job descriptions, and a random sampling
5 of time and payroll records. Plaintiff's Counsel engaged an expert consultant to quantify the potential
6 exposure using the time and payroll records, and then assessed the risks associated with each claim
7 meriting reductions in the likely success at class certification and likely recovery at trial. Through
8 informal discovery, Plaintiff confirmed that these challenged policies and practices applied to
9 Plaintiff and Class Members alike.

10 17. Defendant's records show that there are approximately 1,225 Class Members, making
11 joinder of all Class Members impracticable. Further, given the size and amount of each Class
12 Members' claim, Class Members have little incentive to litigate their claims on an individual basis
13 because the out-of-pocket expenses and personal commitment necessary to litigate each claim likely
14 outweigh any potential recovery.

15 18. Plaintiff has alleged that Defendant maintained common employment policies and/or
16 practices that unlawfully deprived Class Members of wages, meal period, rest periods,
17 reimbursements for business expenses, accurate wage statements, and timely payment of wages upon
18 separation of employment. These allegations present common factual and legal questions of, *inter*
19 *alia*, whether Defendant applied the same scheduling, timekeeping, pay, meal period, rest period,
20 and reimbursement policies to all Class Members, whether these policies and practices resulted in
21 Labor Code violations, whether Defendant's conduct was intentional, and whether Class Members
22 are entitled to damages and/or penalties. These common questions could be resolved using Class
23 Members' time records, payroll records, testimony from Defendant's designated representative(s),
24 and Class Members' testimony.

25 19. Although the exposure Plaintiff's Counsel calculated is substantial, the various risks
26 of succeeding at class certification and through trial affected the valuation of the claims for settlement
27 purposes.
28

1 20. Minimum and Overtime Wages: Plaintiff's unpaid minimum and overtime wage
2 claims were based on the allegation that Defendant required Class Members to perform work duties
3 while off the clock, without compensation. For example, Plaintiff alleged that Defendant required
4 him and other Class Members to respond to communications regarding daily duties before shifts
5 began, and continue working after clocking out to complete the assigned daily tasks. These pre-
6 and post-shift activities were in addition to Plaintiff's allegation that Class Members were forced
7 to work through meal and rest periods due to the significant quantity of daily assigned tasks. For
8 purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff and the
9 Class, Plaintiff's Counsel assumed that all unpaid worktime should have been paid at the overtime
10 rate of pay and conservatively estimated that Defendant is liable for one (1) hour of unpaid
11 worktime per workweek. This results in potential exposure for this claim of approximately
12 \$339,593.76 (15,592 workweeks x \$14.52 average hourly rate of pay x 1 hour/workweek x 1.5
13 overtime rate). Because this claim would have relied heavily on Class Member testimony and
14 would not be evidenced in Defendant's time and payroll records, the risk of succeeding at class
15 certification and trial was substantial. Accordingly, Plaintiff's Counsel applied a risk discount
16 based on a 30% chance of succeeding at class certification and a 20% chance of succeeding at trial
17 on the merits, yielding a realistic damage estimate of approximately \$20,375.63 (\$339,593.76 x
18 30% x 20%).

19 21. Meal Periods: Plaintiff's meal period claim was based on the allegation that
20 Defendant failed to provide Class Members with legally compliant meal periods or pay meal period
21 premiums in lieu thereof. For example, Plaintiff alleged that Defendant required him and other
22 Class Members to work through meal periods due to heavy work loads, understaffing, and
23 supervisor instructions. Additionally, Plaintiff's Counsel's expert consultant determined there was
24 an approximately 20% meal period violation (for shifts over 5 hours) rate from the sampling of
25 Defendant's time and payroll records, where meal periods were short, late, or missed. Therefore,
26 potential liability for the meal period claim is approximately \$509,701.37 (175,517 shifts over 5
27 hours x \$14.52 average hourly rate x 20% violation rate). After taking into account the difficulty
28 of certifying and proving meal period claims, Plaintiff's Counsel discounted this figure based on a

30% chance of succeeding at class certification and a 20% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$30,582.08 ($\$509,701.37 \times 30\% \times 20\%$).

22. Rest Periods: Plaintiff's rest period claim was based on the allegation that Defendant failed to provide Class Members with legally compliant rest periods or pay rest period premiums in lieu thereof. For example, Plaintiff alleged that Defendant required him and other Class Members to miss rest periods daily to meet work demands within the scheduled shift times. Plaintiff further alleged the Class Members were required to take rest periods on-site if they were provided pursuant to company policy in place until 2023. Based on Plaintiff's allegations and Plaintiff's and other Class Members' experience working for Defendant, Plaintiff's Counsel applied a 50% violation rate to all qualifying shifts during the Class Period. Therefore, Defendant's potential liability for the rest period claim is approximately \$1,274,253.42 (175,517 shifts of 3.5 hours or longer $\times$ \$14.52 average hourly rate $\times$ 50% violation rate). However, Plaintiff's Counsel discounted this figure to account for the difficulty of certifying and proving rest period claims, particularly because rest periods do not have to be recorded, and to account for the possibility of Class Members voluntarily choosing to forego a rest period. Because this claim would have relied exclusively on Class Member testimony, Plaintiff's Counsel discounted this claim based on a 20% chance of succeeding at class certification and a 20% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$50,970.14 ($\$1,274,253.42 \times 20\% \times 20\%$).

23. Reimbursements: Plaintiff's reimbursement claim was based on the allegation that Defendant failed to indemnify Class Members for expenses incurred as a direct result of performing their job duties for Defendant, such as mandatory purchase of company time cards, use of personal cell phones, purchase of company T-shirts, and use of personal vehicles all to complete work related duties. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff and the Class, Plaintiff's Counsel estimated that Defendant was liable to each Class Member for \$10.00 per workweek in unreimbursed expenses, for a total amount of approximately \$155,920.00 ($\$10.00 \times 15,592$ workweeks). However, Defendant argued that these expenses were not required by Defendant, and that it could not have known that these expenses were being incurred. Accordingly, Plaintiff's Counsel discounted this claim based on a 20% chance of

succeeding at class certification and a 20% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$6,236.80 ($\$155,920.00 \times 20\% \times 20\%$).

24. In sum, Plaintiff's Counsel estimated that Plaintiff's maximum recovery for the off-the-clock claim, meal period violations, and rest period violations (i.e., the wage claims) is approximately \$2,123,548.55. However, after factoring in the risk and uncertainty of prevailing at certification and trial, Plaintiff's Counsel estimates that Plaintiff's realistic estimated recovery for these non-penalty wage claims is approximately \$101,927.85.

25. Derivative Penalties: Plaintiff alleged that as a result of Defendant's failure to pay all wages owed, Defendant owed waiting time penalties and wage statement penalties. With respect to Plaintiff's derivative claims for statutory penalties, Plaintiff's Counsel estimated that Defendant's maximum potential liability is approximately \$3,909,369.60. Defendant's maximum potential liability for waiting time penalties is approximately \$1,749,369.60 (502 employees x \$14.52 average hourly rate of pay x 8.00 hours/day x 30 days) based on approximately 502 formerly employed Class Members during the 3-year statute of limitations period and an average shift length of 8.0 hours. Defendant's maximum potential liability for inaccurate wage statements is approximately \$2,160,000.00 (540 employees x \$4,000.00 statutory maximum) based on approximately 540 Class Members who worked during the 1-year statute of limitations period and approximately 23,900 pay periods in that statutory timeframe. In light of the foregoing, Plaintiff's Counsel believes that it would be unrealistic to expect the Court to award the full \$3,909,369.60 in statutory penalties given Defendant's defenses, the contested nature of Plaintiff's claims, the challenges of establishing willfulness as applicable, and the discretionary nature of penalties. Considering that the underlying wage claims are realistically estimated to be approximately \$101,927.85, such a disproportionate award would also raise due process concerns. As such, Plaintiff's counsel discounted these figures to account for the risk and uncertainty of obtaining class certification and prevailing at trial, resulting in a realistic evaluation of approximately \$69,974.78 for waiting time penalty claims ($\$1,749,369.60 \times 20\% \times 20\%$), and approximately \$86,400.00 for wage statement penalty claims ($\$2,160,000.00 \times 20\% \times 20\%$), or approximately \$156,374.78 total for statutory penalties.

26. PAGA: For the PAGA claim, Plaintiff's Counsel determined that Defendant's potential exposure could potentially reach \$2,390,000.00, assuming the initial \$100 penalty would apply for each of the 23,900 pay periods in the PAGA Period. However, even assuming success on the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of reasons, including where to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory. As such, Plaintiff's counsel discounted this figure to account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately \$239,000.00 for PAGA penalties ($\$2,390,000.00 \times 10\%$). The settlement allocates \$20,000.00 of the Gross Settlement Amount to PAGA, therefore the PAGA allocation amounts to 5% of the Gross Settlement Amount and approximately 8% of the realistic maximum damages for PAGA penalties ($\$20,000 / \$239,000$).

27. Using these estimated figures, Plaintiff's Counsel predicted that the realistic maximum recovery for all claims, including penalties, would be approximately \$503,539.43. This means that the gross settlement amount represents approximately 79% of the realistic maximum recovery (\$400,000.00 / \$503,539.43). Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class. Indeed, because of the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

28. Based on the figures in the Settlement Agreement, the Net Settlement Amount available for class settlement payments is currently estimated to be \$183,676.67 for approximately 1,225 Class Members. As a result, each Settlement Class Member would be eligible to receive an average net benefit of approximately \$149.94. Based on the estimated Net Settlement Amount available for individual class payments and there being approximately 15,592 workweeks in the Class Period, the estimated weekly valuation for Individual Class Payments is \$11.78 (\$183,676.67 / 15,592 workweeks).

Plaintiff's Counsel's Qualifications

29. Plaintiff is represented by WLF. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

1 30. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
2 nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
3 employees. WLF is actively and continuously practicing in employment litigation, representing
4 employees in both individual and class actions in both state and federal courts throughout California.

5 31. WLF is qualified to handle this Litigation because its attorneys are experienced in
6 litigating Labor Code violations in individual, class action, and representative action cases. WLF
7 has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as
8 class actions involving consumer rights and data privacy litigation.

9 32. I am a Partner at WLF. I graduated from the University of California, Los Angeles,
10 in 2012 and received my Juris Doctor from the University of California, Hastings College of the
11 Law (now the University of California College of Law, San Francisco) in 2016. During law school,
12 I was a member of the executive board for the *Hastings Law Journal*; a student mediator at the
13 San Francisco Superior Court, Small Claims Division; and a managing editor for *SCOCAblog*,
14 which continues to be a leading online publication for analysis regarding trends and cases before
15 the California Supreme Court. Since graduating from law school, I have focused my legal work
16 primarily on wage-and-hour litigation and have helped obtain more than one hundred class
17 settlements on behalf of tens of thousands of workers in California. I was also selected as a
18 "Southern California Rising Star" in 2024, 2025, and 2026.

19 33. I have been appointed as class counsel in numerous wage-and-hour cases throughout
20 California. Below is a non-exhaustive list of cases where I was appointed as class counsel or I and
21 other members of WLF were appointed as class counsel:

- 22 a. *Colter v. Propulsion Controls Engineering*, San Diego County, Case No. 37-
23 2020-00030682-CU-OE-CTL; Motion for Final Approval granted on October
24 28, 2022.
- 25 b. *Rodriguez v. Modesto Restaurant Group, LLC*, Stanislaus County, Case No. CV-
26 21-000269; Motion for Final Approval granted on January 10, 2023.
- 27 c. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357;
28 Motion for Final Approval granted on January 31, 2023.

- 1 d. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No.
2 MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- 3 e. *Varez v. Valley Connection, LLC dba Carl's Jr.*, Merced County, Case No.
4 22CV-00985; Motion for Final Approval granted on April 27, 2023.
- 5 f. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987;
6 Motion for Final Approval granted on May 3, 2023.
- 7 g. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-
8 CU-OE-CTL; Motion for Final Approval granted on May 30, 2023.
- 9 h. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-
10 2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30,
11 2023.
- 12 i. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No.
13 CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- 14 j. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No.
15 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- 16 k. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No.
17 CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- 18 l. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No.
19 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- 20 m. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787;
21 Motion for Final Approval granted on November 2, 2023.
- 22 n. *Gutierrez v. Next Level Door & Millwork, Inc.*, Riverside County, Case No.
23 CVRI2105455; Motion for Final Approval granted on January 11, 2024.
- 24 o. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-
25 00010314-CU-OE-CTL; Motion for Final Approval granted on January 26,
26 2024.
- 27 p. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino
28 County, Case No. CIVSB2124721; Motion for Final Approval granted on

February 1, 2024.

- q. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520; Motion for Final Approval granted on February 22, 2024.
- r. *Canton, et al v. John B. Sanfilippo & Sons, Inc.*, Merced County, Case No. 22-CV-01145; Motion for Final Approval granted on March 15, 2024.
- s. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No. CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- t. *Espinoza v. Delallo's Italian Foods, Inc.*, Butte County, Case No. 21CV02640; Motion for Final Approval granted on April 24, 2024.
- u. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- v. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951; Motion for Final Approval granted on July 11, 2024.
- w. *Abarca-Rueda, et al. v. Foley Family Wines, Inc., et al.*, Sonoma County, Case No. S-CV-268148; Motion for Final Approval granted on August 21, 2024.
- x. *Aguilar v. American Pasteurization Company, Inc., et al.*, Sacramento County, Case No. 34-2021-00312027-CU-OE-GDS; Motion for Final Approval granted on September 3, 2024.
- y. *Hayes, et al. v. Gonzales Park, LLC, et al.*, Butte County, Case No. 21CV02456; Motion for Final Approval granted on May 1, 2024.
- z. *Hernandez v. KW California, et al.*, Kern County, Case No. BCV-23-100346; Motion for Final Approval Granted on December 4, 2024.
- aa. *Arias v. The Shyft Group GTB, LLC, et al.*, Los Angeles County, Case No. 22STCV37390; Motion for Final Approval granted on December 3, 2024.
- bb. *Barajas Maya v. United Facilities Group, Inc., et al.*, Santa Clara County, Case No. 22CV397353; Motion for Final Approval granted on November 22, 2024.

34. Talar DerOhannessian is a Senior Attorney at Wilshire Law Firm. She graduated from the University of California, Los Angeles with a Bachelor of Arts in Communications Studies

1 and earned her Juris Doctor degree from Loyola Law School, Los Angeles. She was admitted to
2 practice law in the State of California in 2016 and has since been admitted to all four federal district
3 courts in California. Prior to joining Wilshire Law Firm, PLC, she worked at various law firms and
4 advocacy groups gaining experience in various areas of law and practice, including election law,
5 mass torts, personal injury, and employment law. Since 2019, she has specialized in wage and
6 hour class actions and representative actions brought under California's Private Attorneys General
7 Act ("PAGA"). As a Senior Attorney at Wilshire Law Firm, she leads and manages over one
8 hundred complex wage and hour class and PAGA matters pending in courts throughout the State
9 of California.

10 35. Samantha Costa is an Associate Attorney at Wilshire Law Firm. She graduated
11 from the University of Washington in 2017, and graduated from the University of California, Irvine
12 School of Law, and became a member of the California State Bar in 2022. Samantha is admitted
13 to practice law before all courts in the State of California, as well as the United States District
14 Court for the Central and Eastern Districts of California. She has spent her legal career
15 representing plaintiffs primarily in wage-and-hour class and PAGA representative actions
16 throughout California.

17 36. Trenten Bilodeaux is an Associate Attorney at WLF. He is currently in his sixth
18 year of practice involving corporate entities in complex class action litigation in state and federal
19 courts. He is admitted to practice before all courts in the State of California, the State of Oregon,
20 and the United States District Court for the Northern, Eastern, and Central Districts of California.
21 Over the course of his career, he has participated in numerous class action settlements for similar
22 employment and wage claims as those present here. Prior to practice, he graduated cum laude with
23 a Bachelor of Arts in Political Science from California State University, Chico before accepting a
24 scholarship to attend the University of the Pacific, McGeorge School of Law where he achieved a
25 Juris Doctorate and graduated with honors in 2020.

26 37. Christina M. Le is a Junior Partner at WLF. She is admitted to practice in the State
27 of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the
28 Central, Southern, Eastern, and Northern Districts of California. She graduated from Loyola Law

1 School, Los Angeles, and attended the University of California, Berkeley for her undergraduate
2 studies, where she obtained a Bachelor of Arts in History. She has over 15 years of litigation
3 experience, which includes the successful handling of numerous employment, wage and hour, and
4 class and representative action matters during the latter half of her career in state and federal court
5 through inception through case resolution. Prior to joining Wilshire Law Firm in November 2021,
6 Ms. Le gained invaluable litigation experience working at various Plaintiffs and defense firms,
7 including Kristensen Weisberg PLC, Jones Bell LLP, Archer Norris PLC, and Lewis Brisbois
8 Bisgaard & Smith LLP. Ms. Le is a member of NELA, CELA, CAALA, LACBA, and the
9 Vietnamese Bar Association of Southern California, and has been a recognized speaker on wage
10 and hour topics for some of these organizations at various conferences and seminars.

11 38. Justin F. Marquez is a former Senior Partner at WLF who was actively involved in
12 the litigation and resolution of this Action from its inception through December 2024. He
13 graduated from University of California, Los Angeles's College Honors Program in 2004 with
14 Bachelor of Arts degrees in History and Japanese, magna cum laude and Phi Beta Kappa. He
15 graduated from Notre Dame Law School with a Juris Doctorate. He was admitted to the State Bar
16 of California in February 2009. His practice focused primarily on advocating for the rights of
17 consumers and employees in class action litigation and appellate litigation. He received numerous
18 awards for his legal work: from 2017 to 2020, Super Lawyers selected him as a "Southern
19 California Rising Star," and from 2022 to 2025, he was selected as a "Southern California Super
20 Lawyer"; he was selected as one of the "Best Lawyers in America" from 2023 to 2025; and in
21 2024, he, along with his colleagues at WLF, received a CLAY (California Lawyer Attorneys of
22 the Year) award for their work on a false advertising case against Apple which ultimately led to a
23 \$25 million settlement. He also was selected to speak at multiple CELA conferences throughout
24 his career – in 2019, he spoke on the topic of manageability of class actions at CELA's 2019
25 Advanced Wage & Hour Seminar, and in 2024, he spoke on the topic of dealings with multiple
26 cases against the same defendant at CELA's 2024 Advanced Wage & Hour Seminar. He served
27 as lead or co-lead in negotiating class action settlements worth over \$10 million in gross recovery
28

1 to class members for each year since 2020, including over \$37.5 million in 2022 and over \$75
2 million in 2023.

3 **No Conflicts**

4 39. WLF has no actual or potential conflicts of interest with Class Members or the
5 proposed Administrator, Apex Class Action LLC.

6 40. WLF is not aware of any pending matter or action against Defendant that may be
7 extinguished or adversely affected by this Settlement.

8 **Administrator**

9 41. Plaintiff's Counsel sought bids from two (2) administrators to administer this
10 Settlement. The Parties selected the bid with the lowest cost, which was from Apex Class Action
11 LLC. Apex Class Action LLC's will-not-exceed bid to administer this Settlement is \$12,990.00. A
12 true and correct copy of the will-not-exceed bid from Apex Class Action LLC to administer this
13 Settlement is attached hereto as **Exhibit 4**.

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

16 Executed on September 30, 2026 at Los Angeles, California.

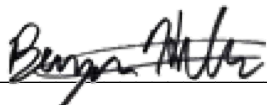
17
18 
19 Benjamin H. Haber

EXHIBIT 1

WILSHIRE LAW FIRM, PLC

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Los Angeles, CA 90010
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Fax: (213) 381-9989
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Colin M. Jones, Esq.
A. Ilyas Akbari, Esq.
Gail Richardson, Esq.
Justin F. Marquez, Esq.
Robert Dart, Esq.
Jon Teller, Esq.
Sutton A. Shapiro, Esq.
Daniel B. Miller, Esq.
Hazel Chang, Esq.

Daniel DeSantis, Esq.
Tae Kim, Esq.
Peter Cho, Esq.
Gregory Stuck, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.
Erik Harper, Esq.
Johnny Ogata, Esq.

June 2, 2021

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Solid Property Services, Inc.
5820 Miramar Road, Suite 200
San Diego, CA 92121
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6272 9723 00

Solid Property Services, Inc.
P.O. Box 928980
San Diego, CA 92192
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6272 9723 17

Tailored Legal, A Professional Corporation
Agent for Service of Process for
Solid Property Services, Inc.
334 Via Vera Cruz, Suite 253
San Marcos, CA 92078
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6272 9723 24

Re: ***Ernesto Javier Orozco v. Solid Property Services, Inc.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Ernesto Javier Orozco (Plaintiff) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Solid Property Services, Inc. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's Aggrieved Employees.

Plaintiff wishes to pursue this action on behalf of himself as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendant in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Plaintiff’s Employment with Defendant

Defendant’s own/owned and operate/operated an industry, business, and establishment within the State of California, including San Diego County. As such, and based upon all the facts and circumstances incident to Defendant’s business in California, Defendant is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California Business & Professions Code.

Plaintiff Ernesto Javier Orozco is a resident of San Diego County, California who worked for Defendant in San Diego, California as an hourly-paid, non-exempt employee from approximately May 2018 to approximately June 7, 2020. During Plaintiff’s employment for Defendant, Defendant paid Plaintiff an hourly wage and classified him as non-exempt from overtime. Throughout Plaintiff’s employment, Defendant failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendant terminated his employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff’s experience working for Defendant was typical and illustrative.

Failure to Reimburse and Indemnify Business Expenses

Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer. Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary expenses in the form of work attire, use of personal cell phones, and gas mileage. Defendant did not reimburse them for all of these expenses. As a result, Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum wages, straight time wages, and overtime wages. Defendant required Plaintiff and the Aggrieved Employees to work “off-the-clock”, uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to work unpaid during legally required meal periods. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

Defendant also regularly used a system of time rounding and/or synthetic timekeeping that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendant’s operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendant frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal

period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free meal period. Plaintiff and the Aggrieved Employees routinely worked through meal periods “off-the-clock,” and Defendant frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Much of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked. Defendant also regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Accordingly, Defendant’s policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee’s work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California’s rest break laws.

Throughout the statutory period, Defendant have wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute,

uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period.

Accordingly, Defendant's policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep

time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their ending employment with Defendant. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate

until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendant failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 2802 and applicable Wage Orders for failing to indemnify employees for expenditures;
2. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
3. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
4. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
5. Labor Code § 204 by failing to pay all earned wages two times per month;
6. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination; and
8. Labor Code § 226 by failing to provide accurate itemized wage statements.

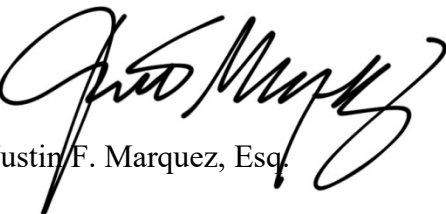
Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



Justin F. Marquez, Esq.

EXHIBIT 2

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

ERNESTO JAVIER OROZCO,
individually, and on behalf of all others
similarly situated,

Plaintiff,

v.

SOLID PROPERTY SERVICES, INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. 37-2021-00024361-CU-OE-CTL
Assigned to Hon. Michael T. Smyth, Dept. 67

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint filed: June 2, 2021
FAC filed: February 7, 2023
Trial date: Not Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Ernesto Javier Orozco (“Plaintiff”) and Defendant Solid Property Services, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means Plaintiff’s lawsuit alleging class action wage and hour violations against Defendants captioned *Ernesto Javier Orozco v. Solid Property Services, Inc.*, San Diego Superior Court Case No. 37-2021-00024361-CU-OE-CTL.

1.2 “Administrator” means Apex Class Action LLC the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount 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 Employee” means all individuals who have been employed by Defendant in California as hourly-paid or non-exempt employees at any point during the PAGA Period, as more fully defined in Labor Code section 2775, *et seq.*, including current and former employees (“Aggrieved Employee(s)”).

1.5 “Class” means all individuals who have been employed by Defendant in California as a non-exempt, hourly-paid employee, including current and former employees, during the Class Period (“Class Member(s)”).

1.6 “Class Counsel” means Benjamin H. Haber, Esq., Talar DerOhannessian, Esq., and Samantha Costa, Esq. of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA (currently estimated at \$133,333.33).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$40,000.00, and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession, custody, or control for each Class Member, including each Class Member’s name, Social Security Number, last known mailing address, last known telephone number, number of Workweeks, and number of PAGA Pay Periods.

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 Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “Class Period” means the period from June 2, 2017, through the date on which the Court issues an order granting preliminary approval of this Settlement, inclusive.

1.13 “Class Representative” means the named Plaintiff Ernesto Javier Orozco in the Action.

1.14 “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the Actions and providing services in support of the Action.

1.15 “Court” means the Superior Court of California, County of San Diego.

1.16 “Defendant” means named Defendant Solid Property Services, Inc..

1.17 “Defense Counsel” means Keith A. Fink and Oliver J. Vasquez of Keith A. Fink & Associates.

1.18 “Effective Date” means the date by which 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. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.22 “Gross Settlement Amount” or “GSA” means \$400,000.00 which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8, Escalator Clause.

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% 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 California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

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

1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Enhancement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.30 “Operative Complaint” means the operative Class and Representative Action Complaint filed in the Class Action.

1.31 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one or more hours during the PAGA Period.

1.32 “PAGA Period” means the period is June 2, 2020, through the date on which the Court issues an order granting preliminary approval of this Settlement, inclusive.

1.33 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.34 “PAGA Notice” means Plaintiff’s June 2, 2021, letter (LWDA-CM-833873-21) to the

LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.35 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$20,000.00), allocated 25% to the Aggrieved Employees (\$5,000.00) and 75% to LWDA (\$15,000.00) in settlement of PAGA claims.

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

1.37 “Plaintiff” means Ernesto Javier Orozco, the named plaintiff in the Action.

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

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

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

1.41 “Released Parties” means Defendant and Defendant’s officers, directors, managerial employees, and agents.

1.42 “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.

1.43 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail their Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

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

1.45 “Workweek” means any workweek in which a Class Member worked any hours for Defendant in California during the Class Period.

2. RECITALS.

1 2.1 Plaintiff Ernesto Javier Orozco filed this class action complaint on June 2, 2021, against
2 Defendant Solid Property Services, Inc. for systemic violations of the California Labor Code and
3 Business & Professions Code. Plaintiff brings this action on behalf of himself and similarly
4 situated employees for: (1) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code
5 §§ 204, 1194, 1194.2, 1197, and 1197.1); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§
6 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure
7 to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7); (5) Failure to Timely Pay Final
8 Wages at Termination (Cal. Lab. Code §§ 201-203); (6) Failure to Provide Accurate Itemized
9 Wage Statements (Cal. Lab. Code § 226); (7) Failure to Indemnify Employees for Expenditures
10 (Cal. Lab. Code § 2802); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et
11 seq.). On June 2, 2021, Plaintiff filed a PAGA Notice with the California Labor & Workforce
12 Development Agency and served to Defendant, pursuant to Labor Code § 2699.3(a). On February
13 7, 2023, Plaintiff amended his complaint to include a representative cause of action under the
14 Private Attorneys General Act of 2004 (“PAGA”) to seek civil penalties on behalf of the State of
15 California and other aggrieved employees. Defendant’s liability is supported by Plaintiff’s
16 testimony and corroborated by the nature of Defendant’s policies and practices, which affected
17 not only Plaintiff but similarly situated employees across the class period.

18 2.2 This matter is assigned for all purposes to Honorable Michael T. Smyth, Department 67
19 of the San Diego Superior Court. There is no trial date set.

20 2.3 Defendant denies the allegations in the Actions, denies any failure to comply with the
21 laws identified in the Actions, and denies any and all liability for the causes of action alleged in
22 the Actions.

23 2.4 In advance of mediation, Defendant agreed to provide informal discovery, including
24 Defendant’s informal production of Class Member and Aggrieved Employees’ time and pay
25 records, Plaintiff’s personnel files including complete time records and pay stubs, data points,
26 Employee Handbooks, and Class Member job descriptions. In advance of mediation, Class
27 Counsel conducted a thorough investigation into the facts of, and applicable law to the Actions.

28 2.5 Prior to mediation, Plaintiff obtained and analyzed a representative sampling of time and

1 payroll data for Class Members and the necessary policy documents through informal discovery
2 to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement
3 discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set
4 forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot*
5 *Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

6 2.6 On October 31, 2025, the Parties participated in an all-day mediation presided over by
7 mediator David Phillips, Esq. via Zoom. The Parties accepted a mediator's proposal that day and
8 agreed on general settlement terms. The Parties memorialized their agreement in a Memorandum
9 of Understanding on March 26, 2026.

10 2.7 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
11 any other pending matter or action asserting claims that will be extinguished or affected by the
12 Settlement.

13 3. **MONETARY TERMS.**

14 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
15 Defendant will pay \$400,000.00 to fully settle, resolve, and extinguish all claims asserted in the
16 Actions, including without limitation all claims asserted in the PAGA Notice. The Gross
17 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the
18 wage portions of the Individual Class Payments, which Defendant will pay separately.

19 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
20 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
21 in the Final Approval:

22 3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than
23 \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the
24 Class Representative is entitled to receive as a Participating Class Member. Defendant will not
25 oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. If the
26 Court approves an Enhancement Award less than the amount requested, the Administrator will
27 retain the remainder in the Net Settlement Amount to be distributed to Participating Class
28 Members. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff

assumes full responsibility and liability for employee taxes owed on the Enhancement Award.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the GSA, which is currently estimated to be \$133,333.33, and a Class Counsel Litigation Expenses Payment for actual costs. Defendant will not oppose requests for these payments. 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 for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Costs for actual costs, not to exceed \$20,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less, or the Court approves payment of less than requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

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 individual Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and

penalties (the “Non-Wage Portion”). The Non-Wage Portions 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 \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) 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 (\$5,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee’s 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 to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents there are 1,225 Class Members who collectively worked a total of 15,592 Workweeks during the Class Period.

4.2 Class Data. Within seven (7) days of the Court issuing an order granting preliminary approval of this Settlement, Defendant will deliver to the Administrator identifying information in Defendant’s possession, custody, or control for each Class Member, including each Class Member’s name, Social Security Number, last known mailing address, last known telephone

1 number, number of Workweeks, and number of PAGA Pay Periods. The Administrator will
2 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
3 (such as issuing notices and payments to the Class Members) and for no other purpose, and restrict
4 access to the Class Data to Administrator employees who need access to the Class Data to effect
5 and perform under this Agreement. Defendant has a continuing duty to immediately notify Class
6 Counsel if it discovers that the Class Data is incomplete, inaccurate, or omitted class member
7 identifying information, and to provide corrected or updated Class Data as soon as reasonably
8 feasible. Without any extension of the deadline by which Defendant must send the Class Data to
9 the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith,
10 to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
11 Additionally, on or before the date on which Plaintiff files the initial motion for approval of this
12 Settlement, Defendant's counsel shall confirm in writing to Plaintiff's counsel that the Class Data
13 will be in their possession by no later than 7 calendar days after that filing date, to ensure that
14 there will be no delays in providing the Class Data to the Administrator.

15 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
16 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
17 the funds to the Administrator by the latter date of either: (1) April 30, 2027, or (2) within fourteen
18 (14) days of the Effective Date. In the event the Court has entered a judgment on an order granting
19 final approval of this Settlement and that judgment is final on or before April 15, 2027, Defendant
20 shall fund the Settlement with two installment payments as follows: (1) the first payment of
21 \$200,000.00 is to be paid within fourteen (14) days of the date by which both the Court has entered
22 a judgment on an order granting final approval of this Settlement and that judgment is final, or by
23 October 31, 2026, whichever is later, and (2) the second payment shall be the remaining portion
24 of the Gross Settlement Amount, plus Defendant's share of payroll taxes, and shall be paid by
25 April 30, 2027.

26 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant
27 fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all
28 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the

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

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

18 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
19 Members whose checks are returned undelivered without USPS forwarding address. Within
20 fourteen (14) days of receiving a returned check, the Administrator must re-mail checks to the
21 USPS forwarding address provided or to an address ascertained through the Class Member
22 Address Search. The Administrator need not take further steps to deliver checks to Class
23 Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly
24 send a replacement check to any Class Member whose original check was lost or misplaced,
25 requested by the Class Member prior to the void date.

26 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
27 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
28 funds represented by such checks to the California Controller's Unclaimed Property Fund in the

1 name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of
2 California Code of Civil Procedure Section 384, subd. (b).

3 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
4 not obligate Defendant to confer any additional benefits or make any additional payments to Class
5 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

10 5.1 Plaintiff’s Release. Upon Defendant’s payment in full of the GSA and the
11 employer’s taxes for the portion of the Settlement allocated to settlement of wage claims, Plaintiff
12 agrees to a general release of all of Plaintiff’s known and unknown claims against the Released
13 Parties and waiver of Civil Code section 1542. Plaintiff discharges Released Parties from all
14 claims, transactions, or occurrences, that occurred during the Class Period, including all claims
15 that were, or reasonably could have been, alleged, based on the facts contained in the Actions;
16 and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title
17 VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under
18 federal law (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions
19 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
20 benefits, social security benefits, workers’ compensation benefits that arose at any time, or based
21 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
22 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
23 true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects,
24 notwithstanding such different or additional facts or Plaintiff’s discovery of them.

25 5.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For
26 purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights,
27 and benefits, if any, of section 1542 of the California Civil Code, which reads:

28 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: Upon Defendant's payment in full of the GSA and the employer's taxes for the portion of the Settlement allocated to settlement of wage claims, the claims waived, released, and discharged by Class Members (other than those who submit timely and valid requests for exclusion) as to the Released Parties are all claims arising during the Class Period which were asserted against Defendant in the operative complaint filed in the Action or which reasonably could have been asserted against Defendant based on the factual allegations stated the operative complaint filed in the Action.

5.3 Released PAGA Claims: Upon Defendant's payment in full of the GSA and the employer's taxes for the portion of the Settlement allocated to settlement of wage claims, the claims waived, released, and discharged by Aggrieved Employees and the State of California as to the Released Parties are all claims under PAGA arising during the PAGA Period (a) which were asserted against Defendant in Plaintiff's PAGA Notice preceding the Action and/or the operative complaint filed in the Action or (b) which reasonably could have been asserted against Defendant based on the factual allegations stated in Plaintiff's PAGA Notice preceding the Action and/or the operative complaint filed in the Action.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 Plaintiff's Responsibilities. Plaintiff will prepare 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 Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission

to the LWDA of this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff 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 and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the Court, and deliver 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 Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. 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 purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

1 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
2 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
3 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
4 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
5 to Participating Class Members.

6 7.4 Notice to Class Members.

7 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
8 shall notify Class Counsel that the list has been received and state the number of Class Members,
9 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

10 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days
11 after receiving the Class Data, the Administrator will send to all Class Members identified in the
12 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with
13 Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first
14 page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class
15 Payment and/or Individual PAGA Payment payable to the Class Member, and the number of
16 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class
17 Notices, the Administrator shall update Class Member addresses using the National Change of
18 Address database.

19 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
20 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
21 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
22 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
23 Notice to the most current address obtained. The Administrator has no obligation to make further
24 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
25 USPS a second time.

26 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks
27 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond
28 the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-

1 mailed. The Administrator will inform the Class Member of the extended deadline with the re-
2 mailed Class Notice.

3 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
4 discovers any persons who believe they should have been included in the Class Data and should
5 have received Class Notice, the Parties will expeditiously meet and confer in person or by
6 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
7 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
8 Members, the Administrator will send, via email or overnight delivery, a Class Notice requiring
9 them to exercise options under this Agreement not later than fourteen (14) days after receipt of
10 Class Notice, or the deadline dates in the Class Notice, whichever are later.

11 7.5 Requests for Exclusion (Opt-Outs).

12 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
13 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
14 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
15 14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
16 from a Class Member or their representative that reasonably communicates the Class Member's
17 election to be excluded from the Settlement and includes the Class Member's name, address and
18 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,
19 emailed, or postmarked by the Response Deadline.

20 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
21 to contain all the information specified in the Class Notice. The Administrator shall accept any
22 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
23 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
24 determination shall be final and not appealable or otherwise susceptible to challenge. If the
25 Administrator has reason to question the authenticity of a Request for Exclusion, the
26 Administrator may demand additional proof of the Class Member's identity. The Administrator's
27 determination of authenticity shall be final and not appealable or otherwise susceptible to
28 challenge.

1 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
2 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
3 bound by all terms and conditions of the Settlement, including the Participating Class Members'
4 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
5 Class Member actually receives the Class Notice or objects to the Settlement.

6 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
7 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
8 right to object to the class action components of the Settlement. Because future PAGA claims are
9 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
10 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
11 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

12 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
13 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
14 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
15 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
16 may challenge the allocation by communicating with the Administrator via fax, email or mail.
17 The Administrator must encourage the challenging Class Member to submit supporting
18 documentation. In the absence of any contrary documentation, the Administrator is entitled to
19 presume that the Workweeks contained in the Class Notice are correct so long as they are
20 consistent with the Class Data. The Administrator's determination of each Class Member's
21 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
22 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
23 the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
24 Administrator's determination of the challenges.

25 7.7 Objections to Settlement.

26 7.7.1 Only Participating Class Members may object to the class action components of the
27 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
28 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses

1 Payment and/or Enhancement Award.

2 7.7.2 Participating Class Members may send written objections to the Administrator, by
3 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
4 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
5 Participating Class Member who elects to send a written objection to the Administrator must do
6 so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus
7 an additional 14 days for Class Members whose Class Notice was re-mailed).

8 7.7.3 Non-Participating Class Members have no right to object to any of the class action
9 components of the Settlement.

10 7.8 Administrator's Duties. The Administrator has a duty to perform or observe all tasks to
11 be performed or observed by the Administrator contained in this Agreement or otherwise.

12 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
13 maintain and use an internet website to post information of interest to Class Members including
14 the date, time and location for the Final Approval Hearing and copies of the Settlement
15 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
16 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
17 Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The
18 Administrator will also maintain and monitor an email address and a toll-free telephone number
19 to receive Class Member calls, faxes and emails.

20 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
21 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
22 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
23 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
24 and other identifying information of Class Members who have timely submitted valid Requests
25 for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class
26 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
27 Exclusion from Settlement submitted (whether valid or invalid).

28 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports

1 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
2 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
3 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
4 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
5 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
6 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
7 objections received.

8 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
9 address and make final decisions consistent with the terms of this Agreement on all Class Member
10 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
11 shall be final and not appealable or otherwise susceptible to challenge.

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

22 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator
23 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
24 and Defense Counsel with a final report detailing its disbursements by employee identification
25 number only of all payments made under this Agreement. At least 15 days before any deadline
26 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
27 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
28 payments required under this Agreement. Class Counsel is responsible for filing the

1 Administrator's declaration in Court.

2 8. **ESCALATOR CLAUSE.** The GSA was calculated based on Defendant's above estimated
3 number of Class Members, Workweeks, Aggrieved Employees, and PAGA Pay Periods. If,
4 during the course of this Settlement process, the total number of Workweeks (as defined above)
5 increases by more than 5% (i.e. more than 780 Workweeks), then the GSA will be increased by
6 an amount proportional to the increase in Workweeks worked in excess of 5%. For example, if
7 the final number of total Workweeks is 6% more than the estimated number of Workweeks stated
8 above, then the GSA will increase by 1%. This is a material representation for Plaintiff to enter
9 into this Settlement.

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

18 9.1 **Response to Objections.** Each Party retains the right to respond to any objection raised
19 by a Participating Class Member, including the right to file responsive documents in Court no
20 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
21 accepted by the Court.

22 9.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
23 Approval on any material change to the Settlement (including, but not limited to, the scope of
24 release to be granted by Class Members), the Parties will expeditiously work together in good
25 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
26 Approval. The Court's decision to award less than the amounts requested for the Enhancement
27 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
28 Administrator Costs shall not constitute a material modification to the Agreement within the

1 meaning of this paragraph.

2 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
3 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
4 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
5 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

6 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
7 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
8 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
9 counsel, and all Participating Class Members who did not object to the Settlement as provided in
10 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
11 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
12 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
13 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
14 obligations to perform under this Agreement will be suspended until such time as the appeal is
15 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
16 of the Net Settlement Amount.

17 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
18 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
19 modification of this Agreement (including, but not limited to, the scope of release to be granted
20 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
21 expeditiously work together in good faith to address the appellate court's concerns and to obtain
22 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
23 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
24 Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute
25 a material modification of the Judgment within the meaning of this paragraph, as long as the Gross
26 Settlement Amount remains unchanged.

27 10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
28 Procedure section 384, the Parties will work together in good faith to jointly submit a proposed

1 amended judgment.

2 **11. ADDITIONAL PROVISIONS.**

3 11.1 No Admission of Liability, Class Certification or Representative Manageability for
4 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
5 claims. Nothing in this Agreement is intended or should be construed as an admission by
6 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has
7 any liability for any claims asserted; nor should it be intended or construed as an admission by
8 Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class
9 certification and representative treatment is for purposes of this Settlement only. If, for any
10 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
11 reserves the right to contest certification of any class for any reason, Defendant reserves all
12 available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class
13 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
14 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
15 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
16 Settlement and this Agreement).

17 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
18 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
19 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
20 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
21 or indirectly, specifically or generally, to any person, corporation, association, government
22 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
23 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
24 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
25 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
26 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
27 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
28 Counsel separately agree not to, directly or indirectly, initiate any conversation or other

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

6 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
7 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
8 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
9 to communicate with Class Members in accordance with Defense Counsel’s and Class Counsel’s
10 ethical obligations and Class Counsel’s fiduciary duties owed to Class Members.

11 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
12 together with its attached exhibits shall constitute the entire agreement between the Parties
13 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
14 inducements made to or by any Party.

15 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
16 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
17 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
18 its terms, and to execute any other documents reasonably required to effectuate the terms of this
19 Agreement including any amendments to this Agreement.

20 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
21 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
22 Settlement Agreement, submitting supplemental evidence and supplementing points and
23 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
24 or content of any document necessary to implement the Settlement, or on any modification of the
25 Agreement that may become necessary to implement the Settlement, the Parties will seek the
26 assistance of a mediator and/or the Court for resolution.

27 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
28 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or

1 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
2 action, or right released and discharged by the Party in this Settlement.

3 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
4 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
5 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
6 Part 10, as amended) or otherwise.

7 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
8 modified, changed, or waived only by an express written instrument signed by all Parties or their
9 representatives, and approved by the Court.

10 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
11 to the benefit of, the successors of each of the Parties.

12 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
13 governed by and interpreted according to the internal laws of the state of California, without
14 regard to conflict of law principles.

15 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
16 of this Agreement. This Agreement will not be construed against any Party on the basis that the
17 Party was the drafter or participated in the drafting.

18 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
19 entered during Action and in this Agreement relating to the confidentiality of information shall
20 survive the execution of this Agreement.

21 11.14 Headings. The descriptive heading of any section or paragraph of this Agreement is
22 inserted for convenience of reference only and does not constitute a part of this Agreement.

23 11.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
24 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
25 weekend or federal legal holiday, such date or deadline shall be on the first business day
26 thereafter.

27 11.16 Notice. All notices, demands, or other communications between the Parties in
28 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 Plaintiff:

WILSHIRE LAW FIRM, PLC

Benjamin H. Haber, Esq.

benjamin.haber@wilshirelawfirm.com

Talar DerOhanessian, Esq.

talar.derohanessian@wilshirelawfirm.com

Samantha J. Costa, Esq.

samantha.costa@wilshirelawfirm.com

660 S. Figueroa St., Sky Lobby

Los Angeles, California 90017

Telephone: (213) 381-9988

Facsimile: (213) 381-9989

To Defendant:

KEITH A. FINK & ASSOCIATES

Keith A. Fink, Esq.

kfink@finklawnfirm.com

Oliver J. Vasquez, Esq.

ovasquez@finklawnfirm.com

11693 San Vincente Blvd., Suite 128

Los Angeles, California 90049

Telephone: (310) 268-0780

Facsimile: (310) 268-0790

11.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by 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.

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

11.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable

1 and binding upon all Parties, and that it shall be admissible and subject to disclosure in any
2 proceeding to enforce its terms pursuant to Evidence Code sections 1122(a)(1) and 1123(b),
3 notwithstanding the confidentiality provisions that otherwise might apply under federal or state
4 law. The Parties further agree and intend that the San Diego County Superior Court may enforce
5 this Agreement pursuant to Code of Civil Procedure section 664.6.

6 IT IS SO AGREED.

7 Plaintiff:

8
9 Dated: _____

Ernesto Javier Orozco

10 Defendant:

11
12 Dated: _____

Digitally signed
by Juan Bernard
Date: 2026.06.15
13:12:48 -07'00'
Solid Property Services, Inc.

By (name): Juan Acosta

Title: Director of Finance & HR

16 Approved as to form:

17
18 WILSHIRE LAW FIRM, PLC

19 Dated: _____

By: _____
Benjamin H. Haber, Esq.
Talar DerOhannessian, Esq.
Samantha Costa, Esq.
Counsel for Plaintiff Ernesto Javier Orozco

23 KEITH A. FINK & ASSOCIATES

24
25 Dated: June 15, 2026

By: Keith A. Fink
Keith A. Fink, Esq.
Oliver J. Vasquez, Esq.
Counsel for Defendant Solid Property Services,
Inc.

and binding upon all Parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Evidence Code sections 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the San Diego County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

IT IS SO AGREED.

Plaintiff:

Dated: 5/18/2026

DocuSigned by:
Ernesto Orozco Ceron
558D7A2ACB0E439...

Ernesto Javier Orozco

Defendant:

Dated: _____

Solid Property Services, Inc.

By (name): _____

Title: _____

Approved as to form:

WILSHIRE LAW FIRM, PLC

Dated: May 19, 2026

By: Benjamin H. Haber, Esq.
Talar DerOhannessian, Esq.
Samantha Costa, Esq.
Counsel for Plaintiff Ernesto Javier Orozco

KEITH A. FINK & ASSOCIATES

Dated: _____

By: Keith A. Fink, Esq.
Oliver J. Vasquez, Esq.
Counsel for Defendant Solid Property Services, Inc.

EXHIBIT A

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

Orozco v. Solid Property Services, Inc.

San Diego County Superior Court, Case No. 37-2021-00024361-CU-OE-CTL

***The San Diego County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from employee class and representative action lawsuits (“Action”) against Solid Property Services, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee, Ernesto Javier Orozco and seeks (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees (“Class Members”) who worked for Defendant during the Class Period (June 2, 2017 through October 31, 2025); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (June 2, 2020 through October 31, 2025) (“Aggrieved Employees”).

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

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

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. READ THIS NOTICE CAREFULLY. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant Solid Property Services, Inc. at some point(s) between June 2, 2017, through October 31, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is June 2, 2020, through October 31, 2025.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the San Diego County Superior Court. The case is titled *Orozco v. Solid Property Services, Inc.*, Case No. 37-2021-00024361-CU-OE-CTL. The person who sued, Ernesto Javier Orozco, is the Plaintiff, and the company sued, Solid Property Services, Inc., is the Defendant.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuits alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay missed rest period premiums; (5) failure to pay all wages earned and unpaid at separation; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify all necessary business expenditures; and (8) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff's claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff's lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff's lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time from June 2, 2017, through October 31, 2025.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$400,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees up to one-third of the GSA or \$133,333.33 and reimbursement for reasonable costs; Enhancement Award up to \$10,000.00 to the Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$20,000.00 to resolve the PAGA claims; and Settlement Administration Costs to [REDACTED], not to exceed \$ [REDACTED]. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately \$ [REDACTED]. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$20,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$15,000.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$5,000.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number of Workweeks you worked, as reflected in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period from June 2, 2017, through October 31, 2025. **Twenty percent (20%)** of each Individual Class Payment will be treated as payment for alleged unpaid wages and will be reported on an IRS Form W-2, subject to the applicable payroll tax withholdings and deductions. **Eighty percent (80%)** will be treated as payment for alleged penalties and interest, which will be reported on an IRS Form 1099.

Individual PAGA Payment: If you worked for Defendant from June 2, 2020, through October 31, 2025 (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. *See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020).

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on _____, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees on approximately May 7, 2027 so long as the Court's approval of the Settlement becomes final and there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed 180 days after the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you timely exclude yourself, you will become a Participating Class Member. This means that you may not sue, continue to sue, or participate in any other lawsuit against Defendant concerning the legal claims resolved by this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and related entities and individuals (collectively, the "Released Parties"). These releases will become effective after the Court's approval of the Settlement becomes final.

Released Class Claims: The "Released Class Claims" include all claims under state, federal, and local law that were asserted or could have been asserted based on the facts alleged in the lawsuit against Defendant, arising during the Class Period, against the Released Parties. The Released Class Claims do not include claims for retaliation, discrimination, workers' compensation, unemployment insurance, disability benefits, or claims outside the Class Period.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

Released PAGA Claims: If you are an Aggrieved Employee (that is, if you worked for Defendant during the PAGA Period), you will also release all claims for civil penalties under the California Private Attorneys General Act (“PAGA”) arising during the PAGA Period that were asserted or could have been asserted based on the facts alleged in Plaintiff’s PAGA notice to the California Labor and Workforce Development Agency and the lawsuit. Aggrieved Employees cannot opt out of the release of the PAGA claims, regardless of whether they exclude themselves from the class settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than [45 days after Class Notice is Mailed]. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

[INSERT].

Solid Property Services, Inc. Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (June 2, 2020, through October 31, 2025). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON’T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you timely exclude yourself from the Settlement, you will give up any right to sue Defendant for the claims resolved by this Settlement. If you have a pending lawsuit against Defendant relating to the claims covered by this Settlement, you should speak to your attorney in that case immediately. To continue your own lawsuit, you must exclude yourself from this Settlement.

The deadline to request exclusion is forty-five (45) days from the date the Class Notice is mailed.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel, and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

WILSHIRE LAW FIRM, PLC

Benjamin H. Haber
benjamin.haber@wilshirelawfirm.com
Talar DerOhannessian
talar.derohannessian@wilshirelawfirm.com
Samantha J. Costa
samantha.costa@wilshirelawfirm.com
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount, currently estimated at \$133,333.33, for work performed in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also ask the Court to approve reimbursement of litigation expenses not to exceed \$ [REDACTED]. The Court may award Class Counsel less than the amounts requested.

Class Counsel will also ask the Court to approve an enhancement award to Plaintiff Ernesto Javier Orozco in the amount of \$10,000.00, in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment, for the initiative, risk, and time and effort Plaintiff spent serving as the Class Representative. The Court may award a Class Representative less than the amount requested.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before _____, 2026, at the following address:

[INSERT]

Solid Property Services, Inc. Settlement
XXXXX
City, State, XXXXX
Email:
Fax

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at _____ on _____ in Department 67 of the San Diego County Superior Court located at 330 W Broadway, San Diego, California 92101, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, **[INSERT]** by calling toll free 1-800 _____, or you can write to the Administrator at the following address:

[INSERT]
Solid Property Services, Inc., Settlement
XXXXX
City, State, XXXXX
Email:
Fax

PLEASE DO NOT TELEPHONE THE COURT OR SOLID PROPERTY SERVICES, INC.'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

EXHIBIT 3



Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Wed 9/30/2026 8:19 PM

To Giancarlo Recinos' Team <Giancarlorecinosteam@wilshirelawfirm.com>

09/30/2026 08:19:02 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 09/30/2026 08:19:02 PM your Proposed Settlement was successfully processed for case number LWDA-CM-833873-21

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate Attorneys General Act.htm&data=05%7C02%7Cdariane.rose%40wilshirelawfirm.com%7C8bb0ff15bc0349d254b308df1f6ac7e8%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639264215620403472%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilskFOljoitWTFpbClslldUljoyfQ%3D%3D%7C0%7C%7C%7C&data=e4SZYV%2Fj%2BNKjpw6D3kIFW%2BBdqJlKvFn9qllTTzfslnY%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate+Attorneys+General+Act.htm&data=05%7C02%7Cdariane.rose%40wilshirelawfirm.com%7C8bb0ff15bc0349d254b308df1f6ac7e8%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639264215620403472%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilskFOljoitWTFpbClslldUljoyfQ%3D%3D%7C0%7C%7C%7C&data=e4SZYV%2Fj%2BNKjpw6D3kIFW%2BBdqJlKvFn9qllTTzfslnY%3D&reserved=0)

EXHIBIT 4



Quotation Request:

Samantha Costa
Wilshire Law Firm
samantha.costa@wilshirelawfirm.com

Case Name:

Ernesto Orozco v. Solid Property Services

Date:

Monday, March 30, 2026

RFP Number:

207370002

Prepared By:

Michael Sutherland
Apex Class Action LLC
mike@apexclassaction.com
321.223.5067

Settlement Specifications	
Estimated Class Size:	1,225
Certified Language Translation:	Yes
Static Settlement Website:	Yes
Percentage of Undeliverable Mail:	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
			Sub Total:	\$550.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.25	1,225	\$1,531.25
USPS First Class Postage	Per Piece	\$0.74	1,225	\$906.50
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	245	\$490.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	3	\$225.00
NCOA Address Update (USPS)	Static Rate	\$204.50	1	\$204.50
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
			Sub Total:	\$4,752.25

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
			Sub Total:	\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$175.00	1	\$175.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$675.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.25	1,225	\$1,531.25
USPS First Class Postage	Per Piece	\$0.74	1,225	\$906.50
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	123	\$245.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	6	\$600.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,140.00	1	\$1,140.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$5,702.75

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$125.00	2	\$250.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$690.00

TOTAL ESTIMATED ADMINISTRATION COST:				\$12,990.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.