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Attorneys for Plaintiff Olga Guerra, individually,
and on behalf of all others similarly situated.

(Additional Counsel on the Following Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

OLGA GUERRA, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

BEYOND STAFFING SOLUTIONS,
INC., a California corporation;
MOONSTONE PEO, INC., a Texas
corporation as DOE 1; BEYOND
FINANCIAL SOLUTIONS, INC., a
California corporation as DOE 2;
DAMARIS SERRANO, an individual as
DOE 3; PULMUONE FOODS USA, INC.,
an Iowa corporation as DOE 4; and DOES
5 through 50, inclusive,

Defendant(s).

CASE NO.: 30-2022-01245975-CU-OE-CXC

Case Assigned for All Purposes to
Judge Melissa R. McCormick
Dept.: CX-105

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

Complaint Filed: February 10, 2022

FAC Filed: May 24, 2023

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Attorneys for Defendant
Pulmuone Foods USA, Inc.

1 This First Amendment to Class Action and PAGA Settlement Agreement and Class Notice
2 (the “First Amendment”) is made by and between Plaintiff Olga Guerra (“Plaintiff”) and Defendants
3 Beyond Staffing Solutions, Inc. (“Beyond Staffing”), Moonstone PEO, Inc. (“Moonstone”), Beyond
4 Financial Solutions, Inc. (“Beyond Financial Solutions”), Damaris Serrano (“Serrano”), Pulmuone
5 Foods USA, Inc. (“Pulmuone”) (collectively, “Defendants”).

6 **RECITALS**

7 1. As of February 26, 2025, Plaintiff and Defendants (collectively, the “Parties”) fully
8 executed the Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement
9 Agreement”).

10 2. On April 18, 2025, Plaintiff submitted the Settlement Agreement to the Court for
11 preliminary approval, which was set for hearing on August 21, 2025, before the Honorable
12 Melissa R. McCormick, in Department CX-105.

13 3. On August 21, 2025, the Court entered a Minute Order, continuing the hearing on
14 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement to February 5, 2026, ordering
15 the Parties to modify portions of the Settlement Agreement and the Class Notice, and requesting
16 supplemental briefing as to certain aspects of the motion.

17 4. The Parties met and conferred regarding the August 21, 2025 Minute Order and
18 agreed to modify the Settlement Agreement and Class Notice, as reflected herein, to be consistent
19 with the Court’s order.

20 **STIPULATION**

21 1. Except as set forth herein, all other provisions of the Settlement Agreement shall
22 remain in full force and effect. This First Amendment is incorporated in the Settlement Agreement
23 by this reference.

24 2. For purposes of this First Amendment only, and pursuant to Paragraphs 12.5 and 12.9
25 of the Settlement Agreement, the Parties agree that this First Amendment to the Settlement
26 Agreement may be executed on behalf of the Parties by their respective counsel of record in the
27 Action.

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1 3. Defendants' Election. Pursuant to Paragraph 8 of the Settlement Agreement,
2 Defendants elect to cap the "Class Period" as of October 31, 2025, and do not elect the option for a
3 prorated increase of the Gross Settlement Amount.

4 4. Amendments to the Settlement Agreement. The Parties hereby agree to amend and
5 modify the Settlement Agreement, as follows:

6 (a) Paragraph 1.13 of the Settlement Agreement previously read as follows:

7 "Class Period" means the period from August 16, 2017, through the date of
8 Preliminary Approval.

9 Paragraph 1.13 is amended to now read as follows:

10 "Class Period" means the period from August 16, 2017, through
11 October 31, 2025.

12 (b) Paragraph 1.23 of the Settlement Agreement previously read as follows:

13 "Gross Settlement Amount" means \$237,500.00, which is the total amount
14 Defendants agree to pay under the Settlement, except as provided in
15 Paragraph 8 below (*i.e.*, escalator clause). The Gross Settlement Amount
16 will be used to pay Individual Class Payments, Individual PAGA Payments,
17 the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel
18 Litigation Expenses Payment, Class Representative Service Payment and
19 the Administration Expenses Payment.

20 Paragraph 1.23 is amended to now read as follows:

21 "Gross Settlement Amount" means \$232,500.00, which is the total amount
22 Defendants agree to pay under the Settlement, except as provided in
23 Paragraph 3.1 (*i.e.*, employer payroll taxes) and Paragraph 3.2.1 (*i.e.*,
24 separate consideration for Plaintiff's general release) below. The Gross
25 Settlement Amount will be used to pay Individual Class Payments,
26 Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel
27 Fees Payment, Class Counsel Litigation Expenses Payment, Class
28 Representative Service Payment and the Administration Expenses Payment.

(c) Paragraph 1.32 previously read as follows:

 "PAGA Period" means the period from August 16, 2020, to the date of
Preliminary Approval.

Paragraph 1.32 is amended to now read as follows:

 "PAGA Period" means the period from August 16, 2020, through
October 31, 2025.

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1 (d) Paragraph 1.42 of the Settlement Agreement previously read as follows:

2 “Released Parties” means Defendants and each of its former and present
3 directors, officers, shareholders, owners, members, subsidiaries, and
4 parents (Pulmuone U.S.A., Inc.).

4 Paragraph 1.42 is amended to now read as follows:

5 “Released Parties” means Defendants and each of their former and present
6 directors, officers, shareholders, owners, members, subsidiaries, parents,
7 and Pulmuone U.S.A., Inc.

7 (e) Paragraph 1.44 of the Settlement Agreement previously read as follows:

8 “Response Deadline” means 60 days after the Administrator mails the Class
9 Notice to Class Members, and shall be the last date on which Class
10 Members may postmark the following, in writing, by fax, mail, or e-mail to
11 the Administrator: (a) Requests for Exclusion from the Settlement, or (b)
12 Objections to the Settlement. Class Members to whom Notice Packets are
resent after having been returned to the Administrator as undeliverable shall
have an additional 14 calendar days beyond the Response Deadline has
expired.

13 Paragraph 1.44 is amended to now read as follows:

14 “Response Deadline” means 60 days after the Administrator mails the Class
15 Notice to Class Members, and shall be the last date on which Class
16 Members may postmark the following, in writing, by fax, mail, or e-mail to
17 the Administrator: (a) Requests for Exclusion from the Settlement, (b)
18 Objections to the Settlement, or (c) Disputes to the allocation of Workweeks
and/or PAGA Pay Periods. Class Members to whom Class Notices are
resent after having been returned to the Administrator as undeliverable shall
have an additional 14 calendar days beyond the Response Deadline has
expired.

19 (f) In Paragraph 3.1 of the Settlement Agreement, the first and second sentences previously read as
20 follows:

21 Except as provided by Paragraph 8 (*i.e.*, escalator clause) below,
22 Defendants promise to pay \$237,500.00 and no more as the Gross
23 Settlement Amount. Specifically, the Beyond Defendants will pay the sum
of \$37,500 and Defendant Pulmuone will pay the sum of \$200,000.00.

24 The first and second sentences of Paragraph 3.1 are amended to now read as follows:

25 Except as provided by Paragraph 3.1 (*i.e.*, employer payroll taxes) and
26 Paragraph 3.2.1 (*i.e.*, separate consideration for Plaintiff’s general release)
27 below, Defendants promise to pay \$232,500.00 and no more as the Gross
28 Settlement Amount. Specifically, the Beyond Defendants will pay the sum
of \$35,000 and Defendant Pulmuone will pay the sum of \$197,500.00 of
the Gross Settlement Amount.

1 (g) In Paragraph 3.2.1 of the Settlement Agreement, the second sentence previously read as follows:

2 Separately and independent of the Class Representative Service Payment,
3 Plaintiff shall be entitled to a payment of \$5,000.00 from the Gross
4 Settlement Amount in exchange for Plaintiff's general release of claims
5 against the Released Parties in connection with her alleged employment
6 with Defendants and Plaintiff's waiver of California Civil Code § 1542.

7 The second sentence of Paragraph 3.2.1 is amended to now read as follows:

8 Separately and independent of the Class Representative Service Payment,
9 Plaintiff shall be entitled to a payment of \$5,000.00 in exchange for
10 Plaintiff's general release of claims against the Released Parties in
11 connection with her alleged employment with Defendants and Plaintiff's
12 waiver of California Civil Code § 1542, with the Beyond Defendants
13 funding \$2,500.00 and Defendant Pulmuone funding the remaining
14 \$2,500.00, which are amounts in addition to their respective funding
15 obligations on the Gross Settlement Amount.

16 (h) In Paragraph 3.2.2 of the Settlement Agreement, the first sentence previously read as follows:

17 To Class Counsel: A Class Counsel Fees Payment of not more than one-
18 third (1/3) of the Gross Settlement Amount, which is currently estimated to
19 be \$79,166.67, and a Class Counsel Litigation Expenses Payment of not
20 more than \$15,000.00.

21 The first sentence of Paragraph 3.2.2 is amended to now read as follows:

22 To Class Counsel: A Class Counsel Fees Payment of not more than one-
23 third (1/3) of the Gross Settlement Amount, which is currently estimated to
24 be \$77,500.00, and a Class Counsel Litigation Expenses Payment of not
25 more than \$15,000.00.

26 (i) Paragraph 4.3 of the Settlement Agreement previously reads as follows:

27 Defendants shall fully fund the Gross Settlement Amount, and also fund the
28 amounts necessary to fully pay Defendants' proportionate share of payroll
taxes by transmitting the funds to the Administrator no later than 14 days
after the Effective Date consistent with the amounts set forth in Paragraph
3.1. Defendants shall deposit all amounts due under the Settlement into a
Qualified Settlement Fund to be established by the Administrator.

Paragraph 4.3 is amended to now read as follows:

Defendants shall fully fund the Gross Settlement Amount, the amounts
necessary to fully pay Defendants' proportionate share of payroll taxes, and
the consideration payable to Plaintiff in exchange for the releases stated in
Paragraphs 5.1 and 5.1.1 by transmitting the funds to the Administrator no
later than 14 days after the Effective Date consistent with the amounts set
forth in Paragraphs 3.1 and 3.2.1. Defendants shall deposit all amounts due
under the Settlement into a Qualified Settlement Fund to be established by
the Administrator.

1 (j) Paragraph 4.4 of the Settlement Agreement previously read as follows:

2 Within 14 days after Defendants fund the Gross Settlement Amount, the
3 Administrator will mail checks for all Individual Class Payments, all
4 Individual PAGA Payments, the LWDA PAGA Payment, the
5 Administration Expenses Payment, the Class Counsel Fees Payment, the
6 Class Counsel Litigation Expenses Payment, and the Class Representative
7 Service Payment. Disbursement of the Class Counsel Fees Payment, the
8 Class Counsel Litigation Expenses Payment and the Class Representative
9 Service Payment shall not precede disbursement of Individual Class
10 Payments and Individual PAGA Payments.

11 Paragraph 4.4 is amended to now read as follows:

12 Within 14 days after Defendants satisfy their obligations under Paragraph
13 4.3, the Administrator will mail checks for all Individual Class Payments,
14 all Individual PAGA Payments, the LWDA PAGA Payment, the
15 Administration Expenses Payment, the Class Counsel Fees Payment, the
16 Class Counsel Litigation Expenses Payment, the Class Representative
17 Service Payment, and the separate consideration payable to Plaintiff in
18 exchange for the releases stated in Paragraphs 5.1 and 5.1.1. Disbursement
19 of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
20 Payment, the Class Representative Service Payment, and the separate
21 consideration payable to Plaintiff shall not precede disbursement of
22 Individual Class Payments and Individual PAGA Payments.

23 (k) Paragraph 5 of the Settlement Agreement previously read as follows:

24 Effective on the date when Defendants fully funds the entire Gross
25 Settlement Amount, funds all employer payroll taxes owed on the Wage
26 Portion of the Individual Class Payments, and funds all other amounts due
27 under the Settlement, Plaintiff, Class Members, and Class Counsel will
28 release claims against all Released Parties as follows:

Paragraph 5 is amended to now read as follows:

Effective on the date when Defendants fully fund the entire Gross
Settlement Amount, fund all employer payroll taxes owed on the Wage
Portion of the Individual Class Payments, and fund all other amounts due
under the Settlement, Plaintiff, Class Members, Aggrieved Employees, and
Class Counsel will release claims against all Released Parties as follows:

(l) Paragraph 7.7.1 of the Settlement Agreement previously read as follows:

Website and Toll-Free Number. The Administrator will establish, maintain,
and use an internet website to post information of interest to Class Members
including the date, time and location for the Final Approval Hearing and
copies of the Settlement Agreement, the Preliminary Approval Order, the
Class Notice, the Final Approval Order, and the Judgment. The
Administrator will also maintain and monitor toll-free telephone numbers
and an e-mail address to receive Class Member calls, faxes and e-mails.

Paragraph 7.7.1 is amended to now read as follows:

Website and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members including, the Operative Complaint, the PAGA Notice to the LWDA, the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement and any amendments hereto, the Preliminary Approval Order, the Class Notice and any included forms, the Final Approval Order, and the Judgment. The Judgment shall be posted for at least 180 days. The Administrator will also maintain and monitor toll-free telephone numbers and an e-mail address to receive Class Member calls, faxes and e-mails.

(m) In Paragraph 12.17 of the Settlement Agreement, the recipients for notice to Defendant Pulmuone Foods USA, Inc., previously read as follows:

FISHER & PHILLIPS LLP
Jason A. Geller
jgeller@fisherphillips.com
Brandon K. Kahoush
bkahoush@fisherphillips.com
David M. Shannon
dshannon@fisherphillips.com
1 Montgomery Street, Suite 3400
San Francisco, California 94104
Telephone: 415.490.9000
Facsimile: 415.490.9001

The recipients for notice to Pulmuone Foods USA, Inc., is amended to now read as follows:

FISHER & PHILLIPS LLP
Jason A. Geller
jgeller@fisherphillips.com
Brandon K. Kahoush
bkahoush@fisherphillips.com
Jonathan Chang
jchang@fisherphillips.com
1 Montgomery Street, Suite 3400
San Francisco, California 94104
Telephone: 415.490.9000
Facsimile: 415.490.9001

5. Amendments to Class Notice. The Parties hereby agree that Exhibit A to the Settlement Agreement, which constituted the Class Notice and inclusive of the template Request for Exclusion Form, Objection Form, and Workweek Dispute Form, is deleted in its entirety and replaced with **Exhibit A-1** attached to this First Amendment.

1 All references in the Settlement Agreement to "Exhibit A" or the "Class Notice" shall be
2 deemed to refer to the amended Exhibit A-1 attached hereto.

3 **EXECUTION BY PARTIES**

4 The Parties hereby execute this First Amendment to the Class Action and PAGA Settlement
5 Agreement and Class Notice, through their respective counsel of record in the Action, each of whom
6 represents and warrants that they are duly authorized to execute this First Amendment on behalf of
7 the Party they represent.

8
9 Dated: January 23, 2026

DAILY ALJIAN LLP

10 By: Simon Kwak

11 Justin E. D. Daily
12 Reed Aljian
13 Simon Kwak
14 Joanne Kim

Attorneys for Plaintiff Olga Guerra

15 Dated: January 26, 2026

C&K LAW GROUP

16
17 By: 

18 Christopher K. Jafari
19 Kiarash Kay Jafari

20 Attorneys for Defendants Damaris Serrano,
21 Moonstone PEO, Inc., Beyond Financial
22 Solutions, Inc. and Beyond Staffing Solutions,
23 Inc.

24 Dated: January 23, 2026

FISHER & PHILLIPS LLP

25 By: 

26 Jason A. Geller
27 Brandon K. Kahoush
28 Jonathan Chang

Attorneys for Defendant
Pulmuone Foods USA, Inc.

EXHIBIT A-1

to

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

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

Guerra v. Beyond Staffing Solutions, Inc., et al.

Orange County Superior Court, Case No.: 30-2022-01245975-CU-OE-CXC

A court has authorized this Notice. Read it carefully.

This is not a lawsuit against you, and you are not being sued.

You may be eligible to receive money from the Settlement of an employee class action and PAGA lawsuit listed at the top of this page (the “Action”). The purpose of this Notice is to provide you with a summary of the Action, the Settlement, and your rights and options under the Settlement.

The Settlement has two parts: a Class Action portion and a PAGA portion. The Class Action portion applies to the “Class” of “Class Members” defined as:

All current and former non-exempt employees of the Beyond Defendants who were placed, assigned, and/or staffed via staffing agency to work at Defendant Pulmuone Foods USA, Inc.’s facilities in California from August 16, 2017 to [REDACTED] (“Class Period”). The Beyond Defendants are Beyond Staffing Solutions, Inc.; Moonstone PEO, Inc.; Beyond Financial Solutions, Inc.; and Damaris Serrano.

The PAGA portion applies to “Aggrieved Employees” defined as:

All current and former non-exempt employees of the Beyond Defendants who were placed, assigned, and/or staffed via staffing agency to work at Defendant Pulmuone Foods USA, Inc.’s facilities in California from August 16, 2020 to [REDACTED] (“PAGA Period”).

Based on Defendants’ records, your **Individual Class Payment is estimated to be \$ [REDACTED]** (less withholdings) for working [REDACTED] workweeks during the Class Period. **Your Individual PAGA Payment is estimated to be \$ [REDACTED]** for working [REDACTED] Pay Periods during the PAGA Period. The actual amount you receive may be different and will depend on several factors.

Defendants will not retaliate against you for any action you take with respect to the Settlement.

1. WHAT IS THE ACTION ABOUT?

The Action was filed by Plaintiff Olga Guerra, who is an alleged former employee of the Beyond Defendants and Pulmuone Foods USA, Inc. (“Defendants”). The Action accuses Defendants of violating California labor laws for failure to (1) pay minimum wages; (2) pay overtime wages; (3) provide all meal periods; (4) permit all rest periods; (5) provide accurate wage statements; (6) pay waiting time penalties; and (7) reimburse business expenses. Based on these claims, Plaintiff also asserted a claim for civil penalties under the California Private Attorneys General Act (“PAGA”). Plaintiff is represented by the attorneys of Daily Aljian LLP and Capstone Law APC (“Class Counsel”). Defendants deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

So far, the Court has not ruled on the merits of the claims and defenses. However, to avoid the additional expenses, risks, and uncertainties of continued litigation, the parties participated in mediation and negotiated an end to the case by entering into the Settlement. By agreeing to settle, Defendants do not admit any violations or concede the merits of any claims.

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

On [REDACTED], the Court preliminarily certified the Class for settlement purposes only. Class Members who do not submit a valid and timely Request for Exclusion from the Settlement will be a “Participating Class Member”, will be bound by the Settlement, and will release their claims against Defendants, as described below in this Notice.

The Court will hold a Final Approval Hearing to decide whether to finally approve the Settlement, approve the amounts to be paid, and enter a Judgment. See Section 5 for more information about the hearing.

1. Defendants Will Pay \$232,500.00 as the Gross Settlement Amount (Gross Settlement). The Gross Settlement will be used to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to the California Labor and Workforce Development Agency (“LWDA”). Defendants will fund the Gross Settlement within 14 days after the Judgment entered by the Court becomes final.

2. Deductions from the Gross Settlement. Plaintiff and Class Counsel will ask the Court to approve the following deductions from the Gross Settlement:

- A. Up to \$77,500.00 to Class Counsel for attorneys’ fees and up to \$15,000.00 for their litigation expenses. Class Counsel will divide any fee award as follows: 80% to Daily Aljian LLP and 20% to Capstone Law APC. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$5,000.00 to Plaintiff for a Class Representative Service Payment in recognition of Plaintiff’s effort and work performed in filing and prosecuting the Action on behalf of the Class Members.
- C. Up to \$11,000.00 to the Administrator for services administering the Settlement. The Court appointed Phoenix Settlement Administrators as the Administrator.
- D. Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

3. Payments to Participating Class Members and Aggrieved Employees. After deducting the Court-approved amounts, the balance will form the Net Settlement Amount, which will be used to pay Participating Class Members and Aggrieved Employees as follows:

- A. Individual Class Payments to Participating Class Members will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each Participating Class Member
- B. Individual PAGA Payments to Aggrieved Employees will be calculated by (a) dividing \$5,000.00 (the 25% share of the PAGA Penalties) by the total number of

PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each Aggrieved Employee.

4. Taxes Owed on Payments to Class Members. Each Individual Class Payment will be allocated as 10% to taxable wages (“Wage Portion”) and 90 % to penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. Defendants will separately pay a proportionate share of employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report 100% of the Individual PAGA Payments and the Non-Wage Portion of the Individual Class Payments on IRS Form 1099.

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

5. Options Under the Settlement. There are several options available to you: (i) do nothing and participate in the Settlement; (ii) challenge the calculation of your Workweeks and Pay Periods; (iii) object to the Class Action portion of the Settlement; (iv) attend and participate at the Final Approval Hearing; or (v) exclude yourself from the Class Action portion of the Settlement but not the PAGA portion. These options are described in more detail below.

If you do not exclude yourself from the Class Action portion of the Settlement, you will be a Participating Class Member, and you will be entitled to a payment from the Settlement in exchange for releasing the claims described below.

6. Release by Participating Class Members. Effective on the date when Defendants fully fund the entire Gross Settlement, fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, and fund all other amounts due under the Settlement, Participating Class Members will release the claims against all Defendants and each of their former and present directors, officers, shareholders, owners, members, subsidiaries, parents, and Pulmuone U.S.A., Inc. (“Released Parties”) as follows:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including any and all claims involving any (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to permit rest periods or provide compensation in lieu thereof; (5) knowing and intentional failure to provide accurate itemized wage statements; (6) waiting time penalties; (7) failure to reimburse business expenses; (8) violations of the California Unfair Competition Law; and (9) claims and violations arising under sections 200, 201, 201.3, 202, 203, 204, 210, 218, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802 of the California Labor Code (“Released Class Claims”). Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for

vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

This means that unless you opted out by validly excluding yourself from the Class Action portion of the Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendants or their related entities based on the class claims alleged in the Action and resolved by the Settlement.

7. Release by Aggrieved Employees of PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement, fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, and fund all other amounts due under the Settlement, all Aggrieved Employees will release claims against all Released Parties as follows::

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices ("Released PAGA Claims").

This means that all Aggrieved Employees, including Participating Class Members and Non-Participating Class Members who opt-out of the Class portion of the Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement, even if Aggrieved Employees do not cash their checks.

8. Plaintiff's Release. Plaintiff has agreed to a general release of claims against the Released Parties and a waiver of her rights under California Civil Code section 1542 to resolve all known or unknown claims in exchange for a payment of \$5,000.00 from Defendants. This payment is not being made from the Gross Settlement. No other Class Member nor Aggrieved Employee is being required to give up the same rights as Plaintiff to participate in the Settlement.

3. HOW CAN I CLAIM MONEY FROM THE SETTLEMENT?

Do Nothing. If you do nothing, you will be a Participating Class Member and will be entitled to an Individual Class Payment and an Individual PAGA Payment. In exchange, you will give up your right to assert the wage claims against Defendants that are covered by the Settlement.

The Administrator will mail a single check that combines the Individual Class Payment and the Individual PAGA Payment, if any. The check will show the date when it expires, which is the void date. If you lose your check before cashing it, the Administrator will replace it as long as you request a replacement before the void date. If you do not cash the check by the void date, your check will be automatically cancelled, and the amount will be sent to the California Controller's Unclaimed Property Fund in your name. For instructions on how to retrieve your funds, visit https://www.sco.ca.gov/search_upd.html/.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 6 of this Notice has the Administrator's contact information.

4. WHAT OTHER OPTIONS DO I HAVE?

1. Challenge Your Workweek/Pay Period Amounts. Your award is based on the proportionate number of Workweeks that you worked during the Class Period and the number of Pay Periods that you worked during the PAGA Period. These numbers are stated on the first page of this Notice based on Defendants' records. If you wish to challenge the number of Workweeks or Pay Periods credited to you, you may use the Workweek Dispute Form included with this Notice by completing, signing, and returning the Form to the Administrator by mail, e-mail, or fax. To be timely, your written challenge must be returned and postmarked by **[RESPONSE DEADLINE]**.

Unless you support your challenge by sending copies of pay stubs or other records, the Administrator will accept Defendants' calculation of Workweeks and/or PAGA Pay Periods as accurate. You should send copies rather than originals because the documents will not be returned to you. The Administrator will make the initial decision regarding Workweek and/or PAGA Pay Period challenges based on your submission. The Court may review the Administrator's decision at the Final Approval Hearing. You cannot appeal or otherwise challenge its final decision.

2. Object to the Settlement. If you do not exclude yourself from the Settlement, you have the right to object to the terms of the Class Action portion of the Settlement in writing or by attending the Final Approval Hearing. However, if the Court rejects your objection, you will still be bound by the Settlement.

To submit a written objection, you may use the Objection Form included with this Notice to explain what you object to, why you object, and any facts that support your objection. You can return your completed and signed Objection Form to the Administrator by mail, e-mail, or fax. To be timely, your written objection must be returned and postmarked by **[RESPONSE DEADLINE]**.

Alternatively, you can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

3. Opt-Out of the Class Settlement. You will be treated as a Participating Class Member, unless you notify the Administrator in writing that you wish to opt-out. The Administrator will exclude you based on any writing that communicates your request to be excluded.

If you do not wish to take part in the Class Action portion of the Settlement, you may complete and sign the Request for Exclusion Form included with this Notice and return the Form to the Administrator by mail, e-mail, or fax postmarked by **[RESPONSE DEADLINE]**.

In the alternative, you may send a letter that includes a simple statement of your election to opt-out of the Settlement. Be sure to identify the Action as *Guerra v. Beyond Staffing Solutions, Inc., et al.* (Case No. 30-2022-011245975-CU-OE-CXC), include your identifying information for verification purposes (full name, address, email address, telephone number, approximate dates of employment and the last four digits of your social security number), and sign your request.

If you opt-out of the Settlement, you will not receive an Individual Class Payment, you will lose your right to object to the Settlement, but you will preserve your rights to personally pursue wage and hour claims against Defendants. However, if you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment and will be bound by the Released PAGA Claims.

5. CAN I ATTEND THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing on [DATE], at [TIME] in Department CX-105 of the Civil Complex Center of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website: [ADMIN WEBSITE].

You have a right to attend the hearing but are not required to do so. You can attend (or hire a lawyer to attend at your own cost) the Final Approval Hearing either personally or virtually via Zoom (<https://www.occourts.org/civil-remote-hearings>). Check the Court's website for the most current information.

6. HOW CAN I GET MORE INFORMATION?

The Administrator will post all key documents on its website at [ADMIN WEBSITE]. You will be able to find the operative complaint; the PAGA Notice to the LWDA; the date, time and location for the Final Approval Hearing; copies of the Settlement and any amendments thereto; the Preliminary Approval Order; the Class Notice and any included forms; the Final Approval Order; and the Judgment. The Judgment will be posted for at least 180 days.

Settlement Administrator:

Name of Company:

Mailing Address:

Telephone:

Fax Number:

E-Mail Address:

Upon reasonable request, Class Counsel will send copies of key documents at no cost to you.

Class Counsel:

Name of Attorneys: Justin E. D. Daily, Simon Kwak, Joanne Kim

Name of Firm: Daily Aljian LLP

Mailing Address: 100 Bayview Circle, Suite 5500, Newport Beach, CA 92660

Telephone: (949) 861-2524

You can also view documents filed in the Action by going to the Orange County Superior Court website at <https://civilwebshopping.occourts.org/>. You will need to enter 30-2022-01245975-CU-OE-CXC as the case number and 2022 for the year the Action was filed.

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

REQUEST FOR EXCLUSION FORM

Guerra v. Beyond Staffing Solutions, Inc., et al.

Orange County Superior Court, Case No. 30-2022-01245975-CU-OE-CXC

If you wish to exclude yourself from the class action portion of the Class Action and PAGA Settlement Agreement in the above-referenced case, you must complete, sign, and return this Form to the Settlement Administrator by [RESPONSE DEADLINE]. The Form may be submitted by mail, by e-mail, or by fax.

[ADMINISTRATOR]

By mail: [ADDRESS]

By Fax: [FAX]

By e-mail: [E-MAIL]

BY COMPLETING, SIGNING, AND SUBMITTING THIS FORM, I CONFIRM THAT I **DO NOT** WANT TO BE INCLUDED IN THE CLASS ACTION PORTION OF THE SETTLEMENT OF THE LAWSUIT ENTITLED *GUERRA V. BEYOND STAFFING SOLUTIONS, INC., ET AL.*, FILED IN THE ORANGE COUNTY SUPERIOR COURT, CASE NUMBER 30-2022-01245975-CU-OE-CXC.

I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION PORTION OF THE SETTLEMENT.

Class Member Name: _____

First

Middle

Last

Current Mailing Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Dates of Employment: _____

Last 4 Digits of Class Member's Social Security Number: XXX-XX- _____

DATE

SIGNATURE

WORKWEEK DISPUTE FORM

Guerra v. Beyond Staffing Solutions, Inc., et al.

Orange County Superior Court, Case No. 30-2022-01245975-CU-OE-CXC

If you wish to dispute the number of workweeks or pay periods listed on Page 1 of the Notice of Class Action and PAGA Settlement, you must complete, sign, and return this Form to the Settlement Administrator by **[RESPONSE DEADLINE]**. The Form may be submitted by mail, by e-mail, or by fax.

[ADMINISTRATOR]

By mail: **[ADDRESS]**

By Fax: **[FAX]**

By e-mail: **[E-MAIL]**

If applicable, you may select and complete one or more of the listed options.

- ☐ I wish to dispute the number of workweeks that I worked as a non-exempt employee from August 16, 2017 to (“the Class Period”). I believe the correct number of workweeks is _____.
- ☐ I wish to dispute the number of pay periods that I worked as a non-exempt employee from August 16, 2020 to (the “PAGA Period”). I believe the correct number of pay periods is _____.
- ☐ I have included additional information and/or documentation to support the total number of workweeks that I believe to be correct.

By completing, signing, and submitting this Form, I authorize the Settlement Administrator to review Defendants’ records and any documents I submit with this Form.

Class Member Name: _____

First

Middle

Last

Current Mailing Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Dates of Employment: _____

Last 4 Digits of Class Member’s Social Security Number: XXX-XX- ____ _

DATE

SIGNATURE

OBJECTION FORM

Guerra v. Beyond Staffing Solutions, Inc., et al.
Orange County Superior Court, Case No. 30-2022-01245975-CU-OE-CXC

If you wish to lodge a written objection to the Class Action and PAGA Settlement in the above-referenced case, you must complete, sign, and return this Form to the Settlement Administrator by [RESPONSE DEADLINE]. The Form may be submitted by mail, by e-mail, or by fax.

[ADMINISTRATOR]

By mail: [ADDRESS]

By Fax: [FAX]

By e-mail: [E-MAIL]

Please explain what you object to, the basis for objecting, and any supporting facts and legal authority:

- ☐ I need more space and have included an attachment that further explains the basis for my objection.
- ☐ I included documentation in support of my objection.

By completing, signing, and submitting this Form, I understand that I remain eligible to receive monetary compensation from the Settlement, that I may appear at the Final Approval Hearing personally or through an attorney at my own cost to object, and that the Court will rule on my objection at the Final Approval Hearing.

Class Member Name: _____

First

Middle

Last

Current Mailing Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Dates of Employment: _____

Last 4 Digits of Class Member's Social Security Number: XXX-XX- ____ _

DATE

SIGNATURE