ZORIK MOORADIAN, Bar No. 136636
zorik@mooradianlaw.com
HAIK HACOPIAN, Bar No. 282361
haik@mooradianlaw.com
MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
Calabasas, CA 91302
Telephone: (818) 487-1998
Facsimile: (888) 783-1030

Attorneys for Plaintiff Alfredo B. Zapeta, individually and on behalf of other persons similarly situated and similarly aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ALFREDO B. ZAPETA, individually and on behalf of other persons similarly situated and similarly aggrieved employees, Plaintiffs, v. ALL DAY SERVICE INC, an active California Corporation; ADVANCED DYNAMIC SOLUTIONS, INC., an active California Corporation; HR SERVICE GROUP, LLC, an active Maryland Limited Liability Company; and DOES 1 through 10, Defendants.	Case No.: 22STCV07872 CLASS AND REPRESENTATIVE ACTION [*Assigned to Hon. Elihu M. Berle in Dept. SS-6*] **COMPENDIUM OF DECLARATIONS BY: (1) MAYRA GONZALEZ, (2) HAIK HACOPIAN, (3) ZORIK MOORADIAN, AND (4) ALFREDO B. ZAPETA, IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE'S ENHANCEMENT AWARD, CLASS COUNSEL ATTORNEYS' FEES AND COSTS, SETTLEMENT ADMINISTRATION COSTS, AND LWDA PAYMENT** [FILED CONCURRENTLY WITH NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL] Date: August 25, 2026 Time: 9:00 a.m. Dept.: SS-6

Declaration of
MAYRA GONZALEZ

DECLARATION OF MAYRA GONZALEZ

I, Mayra Gonzalez, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Zapeta v. All Day Service, Inc., et al.* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Amended Class Action And PAGA Settlement Agreement And Class Notice ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval* ("Class Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from March 3, 2018 to May 8, 2023 ("Class Period") and the number of pay periods that each Aggrieved Employee worked during the time period from March 3, 2021 to May 8, 2023 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys' fees and costs, the Class Representative Service Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On May 22, 2026, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, workweeks, and PAGA Pay periods

for each Class Member ("Class Data") during the Class Period. The final mailing list contained three hundred ninety-four (394) individuals identified as Class Members.

4. On May 28, 2026, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On June 4, 2026, Phoenix mailed the Notice via U.S. first class mail, in English and Spanish, to all three hundred ninety-four (394) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, zero (0) Notices have been returned to Phoenix.

7. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement is August 3, 2026.

8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement is August 3, 2026.

9. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute is August 3, 2026.

10. As of the date of this declaration, there are three hundred ninety-four (394) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of sixteen thousand seven hundred fifteen (16,715) Workweeks during the Class Period. Each Workweek is valued at approximately $8.65.

11. The Escalator Clause provides that if Workweeks increase by more than 10% (1,532 Workweeks), the Gross Settlement Amount increases pro rata for any excess. Here, the total Workweeks were 16,715, which does not exceed the 10% threshold of 16,850. Accordingly, the Escalator Clause was not triggered.

12. The Net Settlement Amount of $144,550.00 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel Fees Payment ($105,000.00), maximum Class Counsel Litigation Expenses Payment ($20,000.00), requested Class Representative Service Payment to Plaintiff Alfredo B. Zapeta ($7,500.00), the PAGA Penalties ($15,000.00), and the requested Settlement Administration Costs ($7,950.00) from the Gross Settlement Amount ($300,000.00).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Class Payment to be paid is approximately $2,343.59, the lowest Individual Class Payment to be paid is approximately $8.65, while the average Individual Class Payment to be paid is approximately $366.88. Plaintiff's share is approximately $1,565.27. Settlement Class Members will be issued payment of their Individual Class Payment subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payment (the net payment is their "Individual Class Payment").

14. Additionally, $15,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 75%, or $11,250.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $3,750.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are two hundred eighty-one (281) Aggrieved Employees who worked a total of three thousand forty (3,040) pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $70.31, the lowest Individual PAGA Payment to be paid is approximately $1.23, while the average Individual PAGA Payment to be paid is approximately $13.35. Plaintiff's share is approximately $16.04.

15. Pursuant to the Settlement, Defendants have agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

16. Phoenix's costs associated with the administration of this matter are $7,950.00, which is less than the $9,000 maximum contemplated by the Settlement. This includes all costs

incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed on June 22, 2026, at Orange, California.

Mayra Gonzalez

Mayra Gonzalez

Exhibit A

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

Alfredo B. Zapeta v. All Day Service, Inc., et al.

Los Angeles Superior Court Case No.: 22STCV07872

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against ALL DAY SERVICE, INC., ADVANCED DYNAMIC SOLUTIONS, INC., and HR SERVICE GROUP, LLC ("Defendants") for alleged wage and hour violations. The Action was filed by ALFREDO B. ZAPETA ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt, hourly paid employees of Defendants who were staffed at the Sofitel Los Angeles at Beverly Hills, Pendry West Hollywood, InterContinental Los Angeles Downtown, or Viceroy Santa Monica hotels during the Class Period of March 3, 2018 to May 8, 2023 ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt, hourly paid employees of Defendants who were staffed at these hotels during the PAGA Period of March 3, 2021 to May 8, 2023 ("Aggrieved Employees").

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

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

The above estimates are based on Defendants' records showing that **you worked «Total_Weeks» workweeks during the Class Period and you worked «PAGA_Pay_Periods» pay periods during the PAGA Period while staffed at the Sofitel Los Angeles at Beverly Hills, Pendry West Hollywood, InterContinental Los Angeles Downtown, or Viceroy Santa Monica hotels**. If you believe that you worked more workweeks/pay periods for Defendants staffed at these hotels during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants that are covered by this Settlement.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion notifying the Administrator of your request to be excluded. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants. You cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment regardless of whether you opt-out of the Class Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement. **The Opt-out Deadline is August 3, 2026.**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. **Written Objections Must be Submitted by August 3, 2026.**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in August 25, 2026, Final Approval Hearing.	The Court's Final Approval Hearing is scheduled to take place on **August 25, 2026**. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, or by telephone. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. **Written Challenges Must be Submitted by August 3, 2026.**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by **August 3, 2026**. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide compliant meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: MOORADIAN LAW, APC ("Class Counsel"). Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws. Defendants are represented by attorneys in the Action: JACKSON LEWIS P.C. ("Defense Counsel").

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

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

(1) Defendants Will Pay $300,000.00 as the Gross Settlement Amount ("Gross Settlement"). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service

Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement by May 8, 2024, or within 14 days after the Judgment entered by the Court become final, whichever comes later. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

a) Up to $105,000.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

b) Up to $7,500.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive other than each Plaintiff's Individual Class Payment and any Individual PAGA Payment.

c) Up to $9,000 to the Administrator for services administering the Settlement.

d) Up to $15,000.00 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) Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

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

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

(6) Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than August 3, 2026, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the August 3, 2026, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) who are Aggrieved Employees remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA claims alleged in the Action.

(7) The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

(8) Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

(9) Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of

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

The Participating Class Members will be bound by the release of the following "Released Class Claims":

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 any and all claims that were or could have been alleged based on the facts set forth in the operative complaint in the Action that arose during the Class Period including without limitation with respect to the following claims: (a) failure to provide meal periods; (b) failure to provide paid rest periods; (c) failure to pay wages; (d) failure to timely pay wages at termination/separation; (e) failure to provide compliant itemized statements; (f) failure to reimburse business expenses; (g) Violation of unfair business practices act – Bus. Prof. Code 17200, et seq.; (h) violation of or claims under the following sections of the California Labor Code, sections 200, 201, 202, 203, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 2800, 2802; and (i) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law ("Released Class Claims"). 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. The foregoing release shall be limited to claims arising during Participating Class Members' staffing at the following locations: Sofitel Los Angeles at Beverly Hills, Pendry West Hollywood, InterContinental Los Angeles Downtown, Viceroy Santa Monica.

The "Released Parties" means: Defendants, and each of its former and present directors, officers, principals, trustees, shareholders, owners, managers, managing agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries, and affiliates.

(10) Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have fully funded the Gross Settlement, all Aggrieved Employees will be barred from asserting any of the "Released PAGA Claims" against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA claims alleged in the Action and resolved by this Settlement. The foregoing release shall be limited to claims arising during Participating Class Members' staffing at the following locations: Sofitel Los Angeles at Beverly Hills, Pendry West Hollywood, InterContinental Los Angeles Downtown, Viceroy Santa Monica.

The Aggrieved Employees' will be bound by the release of the following "Released PAGA Claims":

All Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, demands, rights, liabilities and causes of action for civil penalties under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the operative complaint in the Action, the PAGA Notice (and any amendments or supplements thereto) and ascertained in the course of the Action, arising during or with respect to the PAGA Period. ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall entitle Defendants to bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims. . The foregoing release shall be limited to claims arising during Participating Class Members' staffing at the following locations: Sofitel Los Angeles at Beverly Hills, Pendry West Hollywood, InterContinental Los Angeles Downtown, Viceroy Santa Monica.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

(1) Individual Class Payments. The "Net Settlement Amount" is calculated by deducting from the Gross Settlement Amount the amounts approved by the Court for the Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

(2) Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% share of the PAGA Penalties ($3,750.00) 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 individual Aggrieved Employee.

(3) Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records are stated in the first page of this Notice. You have until August 3, 2026, to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail. Section 9 of this Notice has

the Administrator's contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

(2) Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement (i.e., every Non-Participating Class Member who is an Aggrieved Employee).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, the last four digits of your social security number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Alfredo B. Zapeta v. All Day Service, Inc., et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and the last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by August 3, 2026, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.**

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the August 25, 2026, Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website: zapeta-v-all-day-service.phoenixcases.com or the Court's website: https://www.lacourt.org/casesummary/ui/

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is August 3, 2026**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Alfredo B. Zapeta v. All Day Service, Inc., et al.* and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on August 25, 2026, at 9:00 a.m. in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://www.lacourt.org/lacc/). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website zapeta-v-all-day-service.phoenixcases.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrators's website at zapeta-v-all-day-service.phoenixcases.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the Action, Case No. 22STCV07872. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Settlement Administrator:

Name of Company: Phoenix Settlement Administrators

Mailing Address: P.O. Box 7208, Orange, CA 92863

Telephone: (800) 523-5773

Facsimile: (949) 209-2503

Email: info@phoenixclassaction.com

Attorneys for the Plaintiff Alfredo B. Zapeta and Settlement Class Members:

Zorik Mooradian, Esq.

zorik@mooradianlaw.com

Haik Hacopian, Esq.

haik@mooradianlaw.com

MOORADIAN LAW, APC

24007 Ventura Blvd., Suite 210

Calabasas, CA 91302

Telephone: (818) 487-1998

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANTS WITH INQUIRIES.

The statements in this document are not findings by a court of law. These statements are not an expression of opinion or approval by a judge. This notice is based only on statements by the Parties to this Lawsuit. You received this notice to help you decide what steps, if any, to take about this Lawsuit.

AVISO DE LA DEMANDA COLECTIVA APROBADO POR EL TRIBUNAL Y FECHA DE LA AUDIENCIA PARA LA APROBACIÓN FINAL DEL TRIBUNAL

Alfredo B. Zapeta v. All Day Service, Inc., et al.

Tribunal Superior de Los Ángeles, Caso No.: 22STCV07872

El Tribunal Superior del Estado de California autorizó este Aviso. ¡Léalo detenidamente!

No es correo basura, ni spam, ni un anuncio, ni una solicitación de un abogado. No se le está Demandando.

Es posible que tenga derecho a recibir dinero de una Demanda colectiva laboral (la "Demanda") contra ALL DAY SERVICE, INC., ADVANCED DYNAMIC SOLUTIONS, INC. y HR SERVICE GROUP, LLC (los "Demandados") por presuntas violaciones de salarios y horas de trabajo. La Demanda fue presentada por ALFREDO B. ZAPETA (el "Demandante") y busca el pago de (1) salarios atrasados y otras reparaciones para una Clase compuesta por todos los empleados, actuales y anteriores, no exentos, pagados por hora, de los Demandados que prestaron servicios en los hoteles Sofitel Los Angeles at Beverly Hills, Pendry West Hollywood, InterContinental Los Angeles Downtown o Viceroy Santa Monica durante el Período de la Clase del 3 de marzo de 2018 al 8 de mayo de 2023 (los "Miembros de la Clase"); y (2) sanciones bajo la Ley General de Procuradores Privados de California ("PAGA", por sus siglas en inglés) para todos los empleados, actuales y anteriores, no exentos, pagados por hora, de los Demandados que prestaron servicios en estos hoteles durante el Período PAGA del 3 de marzo de 2021 al 8 de mayo de 2023 (los "Empleados Agraviados").

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo de la Clase que requiere que los Demandados financien los Pagos Individuales de la Clase, y (2) un Acuerdo PAGA que requiere que los Demandados financien los Pagos Individuales PAGA y paguen sanciones a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA", por sus siglas en inglés).

Con base en los registros de los Demandados y en los supuestos actuales de las Partes, **su Pago Individual de la Clase se estima en «ESA_Before_Paga» (menos las retenciones) y su Pago Individual PAGA se estima en «PAGA_Amount»**. La cantidad real que reciba probablemente será diferente y dependerá de varios factores. (Si no se indica ninguna cantidad para su Pago Individual PAGA, entonces, según los registros de los Demandados, usted no es elegible para un Pago Individual PAGA bajo el Acuerdo porque no trabajó durante el Período PAGA.)

Las estimaciones anteriores se basan en los registros de los Demandados que muestran que **usted trabajó «Total_Weeks» semanas de trabajo durante el Período de la Clase y trabajó «PAGA_Pay_Periods» períodos de pago durante el Período PAGA mientras prestaba servicios en los hoteles Sofitel Los Angeles at Beverly Hills, Pendry West Hollywood, InterContinental Los Angeles Downtown o Viceroy Santa Monica**. Si considera que trabajó más semanas de trabajo o períodos de pago para los Demandados prestando servicios en estos hoteles durante cualquiera de los dos períodos, puede presentar una impugnación antes de la fecha límite. Vea la Sección 4 de este Aviso.

El Tribunal ya ha aprobado preliminarmente el Acuerdo propuesto y ha aprobado este Aviso. El Tribunal aún no ha decidido si otorgará la aprobación final. Sus derechos legales se ven afectados, ya sea que actúe o no. Lea este Aviso detenidamente. Se considerará que lo ha leído y entendido cuidadosamente. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprueba definitivamente el Acuerdo y cuánto del Acuerdo se pagará al Demandante y a los abogados del Demandante (el "Abogado de la Clase"). El Tribunal también decidirá si dicta una sentencia que requiera que los Demandados realicen pagos bajo el Acuerdo y que requiera que los Miembros de la Clase y los Empleados Agraviados renuncien a sus derechos a presentar ciertas reclamaciones contra los Demandados.

Si usted trabajó para los Demandados durante el Período de la Clase y/o el Período PAGA, según se describe anteriormente, tiene dos opciones básicas bajo el Acuerdo:

(1) **No hacer nada.** Usted no tiene que hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de la Clase y/o un Pago Individual PAGA. Sin embargo, como Miembro Participante de la Clase, usted renunciará a su derecho a presentar reclamaciones salariales del Período de la Clase y reclamaciones de sanciones del Período PAGA contra los Demandados que estén cubiertas por este Acuerdo.

(2) **Excluirse del Acuerdo de la Clase**. Usted puede excluirse a sí mismo del Acuerdo de la Clase mediante la presentación de una Solicitud de Exclusión por escrito, notificando al Administrador su solicitud de ser excluido. Si se excluye del Acuerdo, no recibirá un Pago Individual de la Clase. Sin embargo, conservará su derecho a presentar personalmente reclamaciones salariales del Período de la Clase contra los Demandados. Usted no puede excluirse de la porción PAGA del Acuerdo propuesto. Si es un Empleado Agraviado, seguirá siendo elegible para un Pago Individual PAGA, independientemente de si se excluye del Acuerdo de la Clase.

Los Demandados no tomarán represalias en su contra por cualquier acción que tome con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS LEGALES Y OPCIONES BAJO ESTE ACUERDO

No Tiene que Hacer Nada para Participar en el Acuerdo.	Si no hace nada, usted será un Miembro Participante de la Clase, elegible para un Pago Individual de la Clase y un Pago Individual PAGA (si corresponde). A cambio, renunciará a su derecho a presentar las reclamaciones salariales contra los Demandados que estén cubiertas por este Acuerdo (Reclamaciones Liberadas).
Puede Excluirse del Acuerdo de la Clase, pero no del Acuerdo PAGA. **La Fecha Límite para Excluirse es el 3 de agosto de 2026.**	Si no desea participar plenamente en el Acuerdo propuesto, puede excluirse del Acuerdo de la Clase enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, será un Miembro No Participante de la Clase y dejará de ser elegible para un Pago Individual de la Clase. Los Miembros No Participantes de la Clase no pueden objetar ninguna parte del Acuerdo propuesto. Vea la Sección **6** de este Aviso. Usted no puede excluirse de la porción PAGA del Acuerdo propuesto. Los Demandados deben pagar Pagos Individuales PAGA a todos los Empleados Agraviados y los Empleados Agraviados deben renunciar a sus derechos a presentar las Reclamaciones PAGA Liberadas (definidas a continuación).
Los Miembros Participantes de la Clase Pueden Objetar el Acuerdo de la Clase, pero no el Acuerdo PAGA. **Las Objeciones por Escrito Deben Presentarse a más tardar el 3 de agosto de 2026..**	Todos los Miembros de la Clase que no se excluyan (los "Miembros Participantes de la Clase") pueden objetar cualquier aspecto del Acuerdo propuesto. La decisión del Tribunal de aprobar definitivamente el Acuerdo incluirá una determinación de cuánto se pagará al Abogado de la Clase y al Demandante que llevó adelante la Demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago al Abogado de la Clase ni al Demandante, pero cada dólar pagado al Abogado de la Clase y al Demandante reduce la cantidad total pagada a los Miembros Participantes de la Clase. Usted puede objetar las cantidades solicitadas por el Abogado de la Clase o por el Demandante si considera que son irrazonables. Vea la Sección **7** de este Aviso.
Usted Puede Participar en la Audiencia de Aprobación Final del 25 de agosto de 2026.	La Audiencia de Aprobación Final del Tribunal está programada para llevarse a cabo el **25 de agosto de 2026**. Usted no tiene que asistir, pero tiene el derecho a comparecer (o contratar a un abogado para que comparezca en su nombre por su propia cuenta), en persona o por teléfono. Los Miembros Participantes de la Clase pueden objetar verbalmente el Acuerdo en la Audiencia de Aprobación Final. Vea la Sección **8** de este Aviso.
Usted Puede Impugnar el Cálculo de sus Semanas de Trabajo/Períodos de Pago. **Las Impugnaciones por Escrito Deben Presentarse a más tardar el 3 de agosto de 2026.**	La cantidad de su Pago Individual de la Clase y de su Pago PAGA (si corresponde) dependen, respectivamente, de cuántas semanas de trabajo trabajó durante el Período de la Clase y de cuántos Períodos de Pago trabajó durante el Período PAGA. El número de Semanas de Trabajo del Período de la Clase y el número de Períodos de Pago PAGA que trabajó, según los registros de los Demandados, se indica en la primera página de este Aviso. Si no está de Acuerdo con cualquiera de estos números, debe impugnarlo a más tardar el 3 de agosto de 2026. Vea la Sección **4** de este Aviso.

1. ¿DE QUÉ TRATA LA DEMANDA?

El Demandante es un ex empleado de los Demandados. La Demanda acusa a los Demandados de haber violado las leyes laborales de California al no pagar salarios por horas extras, salarios mínimos, salarios adeudados al terminar la relación laboral y gastos reembolsables, y al no proporcionar períodos de comida en cumplimiento, períodos de descanso y declaraciones salariales detalladas y exactas. Con base en las mismas reclamaciones, el Demandante también ha presentado una reclamación de sanciones civiles bajo la Ley General de Procuradores Privados de California (Código Laboral §§ 2698, y siguientes) ("PAGA"). El Demandante está representado en la Demanda por los abogados: MOORADIAN LAW, APC (el "Abogado de la Clase"). Los Demandados niegan rotundamente haber violado cualquier ley o no haber pagado salarios y sostienen que cumplieron con todas las leyes aplicables. Los Demandados están representados en la Demanda por los abogados: JACKSON LEWIS P.C. (el "Abogado de la Defensa").

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HA RESUELTO?

Hasta el momento, el Tribunal no ha determinado si los Demandados o el Demandante tienen razón en cuanto al fondo del asunto. Mientras tanto, el Demandante y los Demandados contrataron a un mediador neutral con experiencia en un esfuerzo por resolver la Demanda mediante la negociación del final del caso por Acuerdo (resolver el caso) en lugar de continuar con el costoso y prolongado proceso de litigio. Las negociaciones fueron exitosas. Al firmar un extenso Acuerdo de transacción por escrito (el "Acuerdo") y acordar pedir conjuntamente al Tribunal que dicte una sentencia poniendo fin a la Demanda y haciendo cumplir el Acuerdo, el Demandante y los Demandados han negociado un Acuerdo propuesto que está sujeto a la Aprobación Final del Tribunal. Ambas partes coinciden en que el Acuerdo propuesto es un compromiso de reclamaciones en disputa. Al acordar resolver, los Demandados no admiten ninguna violación ni reconocen el fundamento de ninguna reclamación.

El Demandante y el Abogado de la Clase creen firmemente que el Acuerdo es un buen trato para usted porque consideran que: (1) los Demandados han acordado pagar una cantidad justa, razonable y adecuada teniendo en cuenta la fuerza de las reclamaciones y los riesgos e incertidumbres de un litigio continuado; y (2) el Acuerdo es lo que más conviene a los Miembros de la Clase y a los

Empleados Agraviados. El Tribunal aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó este Aviso y programó una audiencia para determinar la Aprobación Final.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

(1) Los Demandados Pagarán $300,000.00 como Cantidad Bruta del Acuerdo (el "Acuerdo Bruto"). Los Demandados han acordado depositar el Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Acuerdo Bruto para pagar los Pagos Individuales de la Clase, los Pagos Individuales PAGA, el Pago por Servicio al Representante de la Clase, los honorarios y gastos de abogado del Abogado de la Clase, los gastos del Administrador y las sanciones a pagar a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA"). Asumiendo que el Tribunal otorgue la Aprobación Final, los Demandados financiarán el Acuerdo Bruto a más tardar el 8 de mayo de 2024, o dentro de los 14 días posteriores a que la Sentencia dictada por el Tribunal sea firme, lo que ocurra más tarde. La Sentencia será firme en la fecha en que el Tribunal la dicte, o en una fecha posterior si los Miembros Participantes de la Clase objetan el Acuerdo propuesto o si se apela la Sentencia.

(2) Deducciones del Acuerdo Bruto Aprobadas por el Tribunal. En la Audiencia de Aprobación Final, el Demandante y/o el Abogado de la Clase pedirán al Tribunal que apruebe las siguientes deducciones del Acuerdo Bruto, cuyas cantidades serán decididas por el Tribunal en la Audiencia de Aprobación Final:

a) Hasta $105,000.00 (el 35% del Acuerdo Bruto) para el Abogado de la Clase por honorarios de abogados, y hasta $20,000 por sus gastos de litigio. Hasta la fecha, el Abogado de la Clase ha trabajado e incurrido en gastos en la Demanda sin recibir pago.

b) Hasta $7,500.00 como Pago por Servicio al Representante de la Clase por presentar la Demanda, trabajar con el Abogado de la Clase y representar a la Clase. El Pago por Servicio al Representante de la Clase será el único dinero que el Demandante recibirá, además del Pago Individual de la Clase y de cualquier Pago Individual PAGA que le correspondan.

c) Hasta $9,000 para el Administrador por los servicios de administración del Acuerdo.

d) Hasta $15,000.00 para Sanciones PAGA, asignadas en un 75% al Pago PAGA a la LWDA y un 25% a los Pagos Individuales PAGA a los Empleados Agraviados según sus Períodos de Pago PAGA.

Los Miembros Participantes de la Clase tienen derecho a objetar cualquiera de estas deducciones. El Tribunal considerará todas las objeciones.

(3) Acuerdo Neto Distribuido a los Miembros de la Clase. Después de hacer las deducciones anteriores en las cantidades aprobadas por el Tribunal, el Administrador distribuirá el resto del Acuerdo Bruto (el "Acuerdo Neto") mediante Pagos Individuales de la Clase a los Miembros Participantes de la Clase con base en sus Semanas de Trabajo del Período de la Clase.

(4) Impuestos Adeudados sobre los Pagos a los Miembros de la Clase. El Demandante y los Demandados están pidiendo al Tribunal que apruebe una asignación del 20% de cada Pago Individual de la Clase como salarios sujetos a impuestos (la "Porción Salarial") y un 80% como intereses y sanciones (la "Porción No Salarial"). La Porción Salarial está sujeta a retenciones y se reportará en los Formularios W-2 del IRS. Los Demandados pagarán por separado los impuestos sobre la nómina del empleador adeudados sobre la Porción Salarial. Los Pagos Individuales PAGA se cuentan como sanciones y no como salarios para efectos fiscales. El Administrador reportará los Pagos Individuales PAGA y las Porciones No Salariales de los Pagos Individuales de la Clase en los Formularios 1099 del IRS.

Aunque el Demandante y los Demandados han acordado estas asignaciones, ninguna de las partes le está dando ningún consejo sobre si sus Pagos están sujetos a impuestos o cuánto podría deber en impuestos. Usted es responsable de pagar todos los impuestos (incluyendo las sanciones e intereses sobre impuestos atrasados, si corresponde) sobre cualquier Pago recibido del Acuerdo propuesto. Debe consultar con un asesor fiscal si tiene alguna pregunta sobre las consecuencias fiscales del Acuerdo propuesto.

(5) Necesidad de Cobrar los Cheques de Pago con Prontitud. El frente de cada cheque emitido por los Pagos Individuales de la Clase mostrará la fecha en que el cheque expira (la fecha de vencimiento). Si no lo cobra antes de la fecha de vencimiento, su cheque será cancelado automáticamente y los fondos serán depositados a su nombre en el Fondo de Propiedad No Reclamada del Contralor de California. Si los fondos representados por su cheque se envían al Fondo de Propiedad No Reclamada del Contralor, deberá consultar las normas del Fondo para obtener instrucciones sobre cómo recuperar su dinero. (sco.ca.gov).

(6) Solicitudes de Exclusión del Acuerdo de la Clase. Usted será tratado como Miembro Participante de la Clase, participando plenamente en el Acuerdo de la Clase, a menos que notifique al Administrador por escrito, a más tardar el 3 de agosto de 2026, que desea excluirse. La forma más fácil de notificar al Administrador es enviar una Solicitud de Exclusión por escrito y firmada antes de la Fecha Límite de Respuesta del 3 de agosto de 2026. La Solicitud de Exclusión debe ser una carta del Miembro de la Clase o de su representante en la que se indique el nombre del Miembro de la Clase, su domicilio actual, número de teléfono y una declaración simple de que opta por ser excluido del Acuerdo. Los Miembros de la Clase Excluidos (es decir, los Miembros No Participantes de la Clase) no recibirán Pagos Individuales de la Clase, pero conservarán sus derechos a presentar personalmente reclamaciones salariales y de horas de trabajo contra los Demandados.

Usted no puede excluirse de la porción PAGA del Acuerdo. Los Miembros de la Clase que se excluyan del Acuerdo de la Clase (los Miembros No Participantes de la Clase) que sean Empleados Agraviados seguirán siendo elegibles para Pagos Individuales PAGA y deberán renunciar a su derecho a presentar reclamaciones PAGA contra los Demandados con base en las reclamaciones PAGA alegadas en la Demanda.

(7) El Acuerdo Propuesto Quedará Sin Efecto si el Tribunal Niega la Aprobación Final. Es posible que el Tribunal se niegue a otorgar la Aprobación Final del Acuerdo o se niegue a dictar una Sentencia. También es posible que el Tribunal dicte una Sentencia que sea revocada en apelación. El Demandante y los Demandados han acordado que, en cualquiera de los dos casos, el Acuerdo quedará sin efecto: los Demandados no pagarán ningún dinero y los Miembros de la Clase no liberarán ninguna reclamación contra los Demandados.

(8) Administrador. El Tribunal ha designado a una empresa neutral, Phoenix Settlement Administrators (el "Administrador"), para enviar este Aviso, calcular y efectuar los pagos y procesar las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también decidirá las Impugnaciones de los Miembros de la Clase sobre las Semanas de Trabajo, enviará y reenviará por correo los cheques del Acuerdo y los formularios fiscales y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se encuentra en la Sección 9 de este Aviso.

(9) Liberación de los Miembros Participantes de la Clase. Una vez que la Sentencia sea firme y los Demandados hayan financiado totalmente el Acuerdo Bruto y pagado por separado todos los impuestos sobre la nómina del empleador, los Miembros Participantes de la Clase quedarán impedidos legalmente de presentar cualquiera de las "Reclamaciones de Clase Liberadas" liberadas bajo el Acuerdo. Esto significa que, a menos que usted se haya excluido válidamente del Acuerdo de la Clase, no podrá Demandar, continuar Demandando ni formar parte de ninguna otra Demanda contra los Demandados o sus entidades relacionadas con base en las reclamaciones de Clase alegadas en la Demanda y resueltas por este Acuerdo.

Los Miembros Participantes de la Clase quedarán vinculados por la liberación de las siguientes "Reclamaciones de Clase Liberadas":

> Todos los Miembros Participantes de la Clase, en su propio nombre y en nombre de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, anteriores y presentes, liberan a las Partes Liberadas de toda y cualquier reclamación que se haya alegado o que se pudiera haber alegado con base en los hechos expuestos en la Demanda operativa en la Demanda que surgieron durante el Período de la Clase, incluyendo, sin limitación, con respecto a las siguientes reclamaciones: (a) no proporcionar períodos de comida; (b) no proporcionar períodos de descanso pagados; (c) no pagar salarios; (d) no pagar oportunamente los salarios al momento de la terminación/separación; (e) no proporcionar declaraciones detalladas en cumplimiento; (f) no reembolsar gastos de negocios; (g) Violación de la ley de prácticas comerciales desleales – Código Profesional y Empresarial 17200, y siguientes; (h) violación de las siguientes secciones del Código Laboral de California, o reclamaciones bajo las mismas: secciones 200, 201, 202, 203, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 2800, 2802; y (i) violación de las Órdenes Industriales de Salarios de California que pudieran haberse basado en los hechos, reclamaciones, causas de acción o teorías legales descritas anteriormente, así como cualquier posible sanción, interés u honorarios de abogados asociados con todas dichas causas de acción bajo la ley de California ("Reclamaciones de Clase Liberadas"). Los Miembros Participantes de la Clase no liberan ninguna otra reclamación, incluyendo reclamaciones por beneficios adquiridos, despido injustificado, violación de la Ley de Empleo y Vivienda Justos, seguro de desempleo, discapacidad, seguro social, compensación laboral, ni reclamaciones basadas en hechos ocurridos fuera del Período de la Clase. La liberación anterior se limitará a las reclamaciones que surjan durante la prestación de servicios de los Miembros Participantes de la Clase en las siguientes ubicaciones: Sofitel Los Angeles at Beverly Hills, Pendry West Hollywood, InterContinental Los Angeles Downtown, Viceroy Santa Monica.
>
> Por "Partes Liberadas" se entiende: los Demandados, y cada uno de sus directores, funcionarios, principales, fideicomisarios, accionistas, propietarios, gerentes, agentes administradores, abogados, aseguradores, predecesores, sucesores, cesionarios, DBAs, casas matrices, subsidiarias y filiales, anteriores y presentes.

(10) Liberación PAGA de los Empleados Agraviados. Una vez que la sentencia del Tribunal sea firme, y los Demandados hayan financiado totalmente el Acuerdo Bruto, todos los Empleados Agraviados quedarán impedidos de presentar cualquiera de las "Reclamaciones PAGA Liberadas" contra los Demandados, se excluyan o no del Acuerdo. Esto significa que todos los Empleados Agraviados, incluidos los que sean Miembros Participantes de la Clase y los que se excluyan del Acuerdo de la Clase, no podrán Demandar, continuar Demandando ni participar en ninguna otra reclamación PAGA contra los Demandados o sus entidades relacionadas con base en las reclamaciones PAGA alegadas en la Demanda y resueltas por este Acuerdo. La liberación anterior se limitará a las reclamaciones que surjan durante la prestación de servicios de los Miembros Participantes de la Clase en las siguientes ubicaciones: Sofitel Los Angeles at Beverly Hills, Pendry West Hollywood, InterContinental Los Angeles Downtown, Viceroy Santa Monica.

Los Empleados Agraviados quedarán vinculados por la liberación de las siguientes "Reclamaciones PAGA Liberadas":

> Todos los Empleados Agraviados, ya sean Miembros Participantes de la Clase o Miembros No Participantes de la Clase, en su propio nombre y en nombre de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, anteriores y presentes, liberan a las Partes Liberadas de todas las reclamaciones, Demandas, derechos, responsabilidades y causas de acción de sanciones civiles bajo la Ley General

de Procuradores Privados del Código Laboral de California que fueron alegadas, o que razonablemente se pudieron haber alegado, con base en las reclamaciones presentadas en la Demanda operativa en la Demanda, el Aviso PAGA (y cualesquiera enmiendas o suplementos al mismo) y averiguadas en el transcurso de la Demanda, que surjan durante o con respecto al Período PAGA. ("Reclamaciones PAGA Liberadas"). La liberación anterior será vinculante para el Demandante, los Empleados Agraviados y el Estado de California, y permitirá a los Demandados oponer la excepción de cosa juzgada (res judicata) a cualquier reclamación bajo PAGA presentada por cualquier persona, incluidos los Empleados Agraviados, en nombre del Estado de California, en cuanto a cualquier reclamación basada en las Reclamaciones PAGA Liberadas. La liberación anterior se limitará a las reclamaciones que surjan durante la prestación de servicios de los Miembros Participantes de la Clase en las siguientes ubicaciones: Sofitel Los Angeles at Beverly Hills, Pendry West Hollywood, InterContinental Los Angeles Downtown, Viceroy Santa Monica.

4. ¿CÓMO CALCULARÁ MI PAGO EL ADMINISTRADOR?

(1) Pagos Individuales de la Clase. La "Cantidad del Acuerdo Neto" se calcula deduciendo de la Cantidad del Acuerdo Bruto las cantidades aprobadas por el Tribunal para los Pagos Individuales PAGA, el Pago PAGA a la LWDA, el Pago por Servicio al Representante de la Clase, el Pago de Honorarios del Abogado de la Clase, el Pago de Gastos de Litigio del Abogado de la Clase y el Pago de Gastos de Administración. El remanente se pagará a los Miembros Participantes de la Clase como Pagos Individuales de la Clase. El Administrador calculará los Pagos Individuales de la Clase (a) dividiendo la Cantidad del Acuerdo Neto entre el número total de Semanas de Trabajo trabajadas por todos los Miembros Participantes de la Clase, y (b) multiplicando el resultado por el número de Semanas de Trabajo trabajadas por cada Miembro Participante individual de la Clase.

(2) Pagos Individuales PAGA. El Administrador calculará los Pagos Individuales PAGA (a) dividiendo la participación del 25% de las Sanciones PAGA ($3,750.00) entre el número total de Períodos de Pago PAGA trabajados por todos los Empleados Agraviados, y (b) multiplicando el resultado por el número de Períodos de Pago PAGA trabajados por cada Empleado Agraviado individual.

(3) Impugnaciones de Semanas de Trabajo/Períodos de Pago. El número de Semanas de Trabajo de la Clase que trabajó durante el Período de la Clase y el número de Períodos de Pago PAGA que trabajó durante el Período PAGA, según los registros de los Demandados, se indica en la primera página de este Aviso. Usted tiene hasta el 3 de agosto de 2026, para impugnar el número de Semanas de Trabajo y/o Períodos de Pago acreditados a su favor. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo. La Sección 9 de este Aviso contiene la información de contacto del Administrador. Debe respaldar su impugnación enviando copias de talones de pago u otros registros. El Administrador aceptará como exacto el cálculo de los Demandados de las Semanas de Trabajo y/o Períodos de Pago con base en los registros de los Demandados, a menos que envíe copias de registros que contengan información en contrario. Debe enviar copias y no originales, ya que los documentos no le serán devueltos. El Administrador resolverá las impugnaciones de Semanas de Trabajo y/o Períodos de Pago con base en su presentación y en las aportaciones del Abogado de la Clase (quien abogará en nombre de los Miembros Participantes de la Clase) y del Abogado de los Demandados. La decisión del Administrador es definitiva. Usted no podrá apelarla ni impugnar de otra manera su decisión definitiva.

5. ¿CÓMO RECIBIRÉ EL PAGO?

(1) Miembros Participantes de la Clase. El Administrador enviará, por correo postal de los EE. UU., un solo cheque a cada Miembro Participante de la Clase (es decir, a cada Miembro de la Clase que no se haya excluido), incluyendo a aquellos que también califiquen como Empleados Agraviados. El cheque único combinará el Pago Individual de la Clase y el Pago Individual PAGA, si lo hubiera.

(2) Miembros No Participantes de la Clase. El Administrador enviará, por correo postal de los EE. UU., un solo cheque de Pago Individual PAGA a cada Empleado Agraviado, incluyendo a aquellos que se excluyan del Acuerdo de la Clase (es decir, a cada Miembro No Participante de la Clase que sea un Empleado Agraviado).

Su cheque se enviará a la misma dirección que este Aviso. Si cambia de domicilio, asegúrese de notificarlo al Administrador lo antes posible. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

6. ¿CÓMO ME EXCLUYO DEL ACUERDO DE LA CLASE?

Presente una carta escrita y firmada con su nombre, domicilio actual, número de teléfono, los últimos cuatro dígitos de su número de seguro social y una declaración simple de que no desea participar en el Acuerdo. El Administrador lo excluirá con base en cualquier escrito que comunique su solicitud de ser excluido. Asegúrese de firmar personalmente su solicitud, identificar la Demanda como *Alfredo B. Zapeta v. All Day Service, Inc., et al.*, e incluir su información de identificación (nombre completo, domicilio, número de teléfono, fechas aproximadas de empleo y los últimos cuatro dígitos de su número de seguro social para efectos de verificación). Debe presentar la solicitud usted mismo. Si otra persona presenta la solicitud por usted, no será válida. **Su solicitud de exclusión debe enviarse al Administrador a más tardar el 3 de agosto de 2026, o no será válida. La Sección 9 del Aviso contiene la información de contacto del Administrador.**

7. ¿CÓMO OBJETO EL ACUERDO?

Solo los Miembros Participantes de la Clase tienen derecho a objetar el Acuerdo. Antes de decidir si objeta, es posible que desee ver lo que el Demandante y los Demandados están pidiendo que el Tribunal apruebe. Al menos 16 días hábiles del Tribunal antes de la Audiencia de Aprobación Final del 25 de agosto de 2026, el Abogado de la Clase y/o el Demandante presentarán ante el Tribunal (1) una Moción de Aprobación Final que incluirá, entre otras cosas, las razones por las cuales el Acuerdo propuesto es justo, y (2) una Moción de Honorarios, Gastos de Litigio y Pago por Servicio al Representante de la Clase indicando (i) la cantidad que el Abogado de la Clase está solicitando por honorarios de abogados y gastos de litigio; y (ii) la cantidad que el Demandante está solicitando como Pago por Servicio al Representante de la Clase. Previa solicitud razonable, el Abogado de la Clase (cuya información de contacto se encuentra en la Sección 9 de este Aviso) le enviará copias de estos documentos sin costo para usted. También puede consultarlos en el Sitio Web del Administrador: zapeta-v-all-day-service.phoenixcases.com o en el sitio web del Tribunal: https://www.lacourt.org/casesummary/ui/

Un Miembro Participante de la Clase que no esté de Acuerdo con cualquier aspecto del Acuerdo, la Moción de Aprobación Final y/o la Moción de Honorarios, Gastos de Litigio y Pago por Servicio al Representante de la Clase puede desear objetar, por ejemplo, que el Acuerdo propuesto es injusto, o que las cantidades solicitadas por el Abogado de la Clase o por el Demandante son demasiado altas o demasiado bajas. **La fecha límite para enviar objeciones por escrito al Administrador es el 3 de agosto de 2026**. Asegúrese de indicar al Administrador qué objeta, por qué objeta y cualquier hecho que respalde su objeción. Asegúrese de identificar la Demanda *Alfredo B. Zapeta v. All Day Service, Inc., et al.* e incluir su nombre, domicilio actual, número de teléfono y fechas aproximadas de empleo con los Demandados, y firmar la objeción. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Alternativamente, un Miembro Participante de la Clase puede objetar (o contratar personalmente, por su propia cuenta, a un abogado para que objete) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para decirle al Tribunal qué objeta, por qué objeta y cualquier hecho que respalde su objeción. Vea la Sección 8 de este Aviso (inmediatamente a continuación) para conocer los detalles sobre la Audiencia de Aprobación Final.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Usted puede asistir, pero no está obligado a hacerlo, a la Audiencia de Aprobación Final el 25 de agosto de 2026 a las 9:00 a. m.en el Departamento 6 del Tribunal Superior de Los Ángeles, ubicado en 312 North Spring Street, Los Angeles, CA 90012. En la Audiencia, el juez decidirá si otorga la Aprobación Final del Acuerdo y cuánto del Acuerdo Bruto se pagará al Abogado de la Clase, al Demandante y al Administrador. El Tribunal invitará a los objetores, al Abogado de la Clase y al Abogado de la Defensa a hacer comentarios antes de tomar una decisión. Usted puede asistir (o contratar a un abogado para que asista) ya sea personal o virtualmente a través de LACourtConnect (https://www.lacourt.org/lacc/). Consulte el sitio web del Tribunal para obtener la información más actualizada.

Es posible que el Tribunal reprograme la Audiencia de Aprobación Final. Debe consultar previamente el sitio web del Administrador zapeta-v-all-day-service.phoenixcases.com o ponerse en contacto con el Abogado de la Clase para verificar la fecha y la hora de la Audiencia de Aprobación Final.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que los Demandados y el Demandante han prometido hacer bajo el Acuerdo propuesto. La forma más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es ir a Administradores de Acuerdos Phoenix, en el sitio web zapeta-v-all-day-service.phoenixcases.com. También puede llamar por teléfono o enviar un correo electrónico al Abogado de la Clase o al Administrador utilizando la información de contacto indicada a continuación, o consultar el sitio web del Tribunal Superior en (http://www.lacourt.org/casesummary/ui/index.aspx) e ingresar el Número de Caso de la Demanda, Caso No. 22STCV07872. También puede programar una cita para revisar personalmente los documentos del Tribunal en la Oficina del Secretario del Tribunal en el Stanley Mosk Courthouse llamando al (213) 830-0800.

NO LLAME POR TELÉFONO AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Administrador del Acuerdo:

Administradores de Acuerdos Phoenix

P.O. Box 7208

Orange, CA 92863

Telephone: (800) 523-5773

Facsimile: (949) 209-2503

Correo electrónico: info@phoenixclassaction.com

Abogados del Demandante Alfredo B. Zapeta y de los Miembros de la Clase del Acuerdo:

Zorik Mooradian, Esq.

zorik@mooradianlaw.com

Haik Hacopian, Esq.

haik@mooradianlaw.com

MOORADIAN LAW, APC

24007 Ventura Blvd., Suite 210

Calabasas, CA 91302

Teléfono: (818) 487-1998

10. ¿QUÉ PASA SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque del Acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre y cuando solicite el reemplazo antes de la fecha de vencimiento que aparece en el anverso del cheque original. Si su cheque ya ha vencido, deberá consultar el Fondo de Propiedad No Reclamada para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ PASA SI CAMBIO DE DOMICILIO?

Para recibir su cheque, deberá notificar inmediatamente al Administrador si se muda o si cambia de cualquier otra manera su dirección postal.

POR FAVOR, NO SE COMUNIQUE CON EL SECRETARIO DEL TRIBUNAL, EL JUEZ NI LOS DEMANDADOS PARA HACER CONSULTAS.

Las declaraciones contenidas en este documento no constituyen determinaciones de un tribunal de justicia. Estas declaraciones no son una expresión de opinión ni de aprobación por parte de un juez. Este aviso se basa únicamente en las declaraciones hechas por las Partes a esta Demanda. Usted recibió este aviso para ayudarlo a decidir qué pasos, si los hay, debe tomar respecto a esta Demanda.

Exhibit B

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	388
Opt Out Rate	1%
Opt Outs Received	4
Total Class Claimants	384
Subtotal Admin Only	**$7,950.00**
Not-to-Exceed Total	**$7,950.00**

For 388 Members

Pricing Good for Scope of Estimate Only

July 30, 2023

Case: ZAPETA v. ALL DAY HR Opt-Out Administration wTranslation

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Haik Hacopian, Esq.
Firm: Mooradian Law, APC
Contact Number: 818.487.1998 tel
Email: haik.hacopian@gmail.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on **388** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of $150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$100.00	2	$200.00
Programming Database & Setup	$100.00	2	$200.00
Toll Free Setup*	$111.71	1	$111.71
Call Center & Long Distance	$2.00	16	$32.00
NCOA (USPS)	$100.00	1	$100.00
		Total	**$643.71**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$100.00	2	$200.00
Data Merge & Duplication Scrub	$0.50	388	$194.00
Notice Packet & Opt-Out Form	$1.00	388	$388.00
Estimated Postage (up to 2 oz.)*	$0.87	388	$337.56
Static Website	$200.00	1	$200.00
Language Translation	$750.00	1	$750.00
		Total	**$2,069.56**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	2	$110.00
Skip Tracing Undeliverables	$1.00	78	$77.60
Remail Notice Packets	$1.00	78	$77.60
Estimated Postage	$0.87	78	$67.51
Programming Undeliverables	$55.00	2	$110.00
		Total	**$442.71**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$135.00	2	$270.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	3	$165.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	10	$97.00
Case Manager	$85.00	2	$170.00
		Total	**$902.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$100.00	2	$200.00
Disbursement Review	$125.00	2	$250.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$100.00	2	$200.00
Check Run Setup & Printing	$125.00	2	$250.00
Mail Class Checks *	$1.00	384	$384.12
Estimated Postage	$0.64	384	$245.84
		Total	**$1,719.96**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$100.00	2	$200.00
Remail Undeliverable Checks (Postage Included)	$2.50	77	$192.06
Case Associate	$75.00	1	$75.00
Reconcile Uncashed Checks	$85.00	1	$85.00
Conclusion Reports	$100.00	2	$200.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$125.00	2	$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$1,000.00	1	$1,000.00
		Total	**$2,172.06**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total:	**$7,950.00**

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

Declaration of
HAIK HACOPIAN

DECLARATION OF HAIK HACOPIAN

I, Haik Hacopian, declare as follows:

1. I am an attorney at law duly licensed to practice law in the state of California. I work with Mooradian Law, APC and, along with Zorik Mooradian, am counsel for Plaintiff Alfredo B. Zapeta and have been appointed as Class Counsel in the class action lawsuit entitled *Alfredo B. Zapeta. v. All Day Service Inc., et al.,* and bearing Los Angeles County Superior Court Case No. 22STCV07872. I make this Declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement, Class Representative's Enhancement Award, Class Counsel Attorneys' Fees and Costs, Settlement Administration Costs, and LWDA Payment based on my own personal knowledge and if called as a witness I could and would competently testify to the following facts stated herein.

2. I am a 2010 graduate of St. John's University School of Law. I was admitted to the New York State Bar in February of 2011 and was assigned Registration Number 4895728. I was admitted to The State Bar of California on April 25, 2012 and was assigned State Bar Number 282361 and have been active and in good standing since. I have been involved in the litigation of complex cases at all stages throughout my career including wage and hour class actions and representative PAGA actions. I am currently actively involved with numerous class action and PAGA matters in various litigation stages.

3. The following is a short title index of wage-and-hour class action cases in which I have represented and/or continue to represent named plaintiff in the capacity of co-counsel: Rodriguez v. KBS/ BC537386; Tovar v. Baron HR, LLC/ BC517984; Nuno v. Universal Building Maintenance/BC541570; Cabrera v. Complete Facilities Maintenance/BC538248; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-CXC; Balaguer v. Eminent, Inc./19STCV16803; Avina v. Marriott/30-2017-00945551; Barragan v. Golden Hotels Limited Partnership/30-2018-01007420; Boch v. Merchants Building Maintenance/BC681320; Castillo v. Robert's Waste/30-2018-01027486; Castro v. Bee Gee

MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
(818) 487-1998

Laboratories/BC712857; Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v. Golden State Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura v. WSON-55/19STCV22958; Galvan v. Property Mgt. Associates/BC722781; Gonzalez v. Toyon Catering, Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-01092546; Ramos v. Liberty Container Corp./20STCV06560; Hernandez v. Resource Employment Solutions/30-2019-01084740; Leon v. Island Hospitality Mgt./30-2019-01060719; Mendoza v. Savage Service Corp./18STCV04798; Martinez v. Riviera Beverages/ 30-2019-01056796; Mendoza v. United Production Framing/30-2019-01104255; Morales Cano v. Coordinated Staffing/19STCV29817; Moreno v. DCX-CHOL Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I, LLC/30-2018-00999474; Alvarez v. Greenfield Care Center of Fullerton/30-2017-00958478; Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v. First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/19STCV11434; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres v. Metro Security/19STCV15680; Villacana v. Crothall Laundry Services, Inc./19STCV16330.

4. I am familiar with California wage and hour law including the laws governing the alleged violations and the Orders of the Industrial Welfare Commission, and the Private Attorneys General Act.

5. I know of no conflicts as to why I, or Mr. Mooradian, could not continue to serve as Class Counsel in this matter and I am fully aware of the responsibilities I owe as Class Counsel to the class in this action. I also know of no conflicts that would preclude Mr. Zapeta from continuing to serve as the Class Representative in this matter.

6. As a result of my prior experience, including as class counsel in other wage and hour class actions, I am fully aware of the responsibilities I owe as Class Counsel to the class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed settlement continues to remain fair to the class, reasonable and more than adequate in view of

MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
(818) 487-1998

(i) the strength of Plaintiff's claims and Defendants' defenses, (ii) the risk, expense, complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining class certification and maintaining class action status through trial, (iv) the total settlement amount of $300,000 offered in settlement, (v) the discovery conducted by the Parties in this case, (vi) my experience with similar settlements in wage and hour class actions that have received court approval, (vii) the fact that the settlement was the result of arms' length negotiations between experienced counsel facilitated by the late Mr. Jeffrey Krivis, a respected neutral mediator; and (viii) the overwhelmingly positive response from the class to date with nary an objection or exclusion request.

7. The Parties have conducted investigation of the operative facts and applicable law during the pendency of the case through informal discovery. Prior to mediation, Plaintiff obtained a 15% sample of time and payroll data, which included handwritten daily timesheets and wage statements. Plaintiff also had a class list with hire and termination dates as well as relevant wage and hour policies.

8. On May 8, 2023, Plaintiff and Defendants participated in a full-day mediation before Mr. Jeffrey Krivis. The Parties were able to reach a resolution at the mediation and entered into a Memorandum of Understanding ("MOU"). The Parties then entered into their Class Action and PAGA Settlement Agreement incorporating the MOU's terms and which was based on the LASC model agreement for class and PAGA settlements, a true and correct copy of which was included as part of Plaintiff's Preliminary Approval filing.

9. This Court entered the Preliminary Approval Order on April 27, 2026 after granting preliminary approval at the April 15, 2026 hearing on Plaintiff's Preliminary Approval Motion. A Preliminary Approval hearing was previously held on February 21, 2025 after Plaintiff filed his Motion on May 1, 2024. At that hearing, the Court requested modifications to the release language. After the filing of the Preliminary Approval Motion, Defendant ADSI's corporate status was suspended, restricting its ability to execute amended settlement documents. The case was largely held in abeyance until the corporate suspension was resolved in early 2026. On March 2, 2026, Plaintiff filed a Supplemental Declaration

MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
(818) 487-1998

appending revisions to the Class Action and PAGA Settlement Agreement and Class Notice in accordance with the Court's rulings at the February 21, 2025 hearing. On April 8, 2026, a fully executed version of the operative Amended Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement") was filed with the Court. A true and correct copy of the April 27, 2026 Notice of Entry of Order Granting Preliminary Approval of Class Action Settlement is attached hereto as **Exhibit "1"**.

10. This Settlement provides for Defendants to pay the non-reversionary settlement amount of $300,000 ("Gross Settlement Amount"), in addition to the employer share of payroll taxes on the wage component of this Settlement. S.A. ¶¶1.22, 3.1. The Net Settlement Amount is the amount remaining from the Settlement Amount after deducting Class Counsel fees ($105,000 or thirty-five percent (35%) of the Gross Settlement Amount), Class Counsel costs ($14,786.82), the enhancement award to named Plaintiff ($7,500.00), settlement administration costs ($7,950.00), the LWDA's 75% share of the PAGA allocation ($11,250.00), and aggrieved employees 25% share of same ($3,750.00). S.A. ¶1.28. The foregoing deductions from the Settlement Amount result in an estimated Net Settlement Amount of $149,763.18. The simple average class settlement payment calculates to $380.11 ($149,763.18 ÷ 394), which is higher than the administrator's estimate due to my office seeking less than the maximum $20,000 allotted to costs.

11. This Court found that the Class meets all the requirements for class certification for settlement purposes when it granted preliminary approval of the Settlement on April 27, 2026. No new circumstances have cast any doubt on the propriety of the preliminary approval determination.

12. Plaintiff would likely encounter extreme difficulty in certifying most of the claims in this case because, while they may present substantial common liability issues, they also give rise to individual damages issues. As explained in the briefing in support of the Motion for Preliminary Approval, the primary claim for unpaid wages required determinations at the individual level as to circumstances under which off-the-clock work was performed, a major impediment to class certification. Defendants contended that they satisfied their

MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
(818) 487-1998

obligations under *Brinker*. Moreover, engaging in the inquiry of whether substantial individual inquiry to be able to determine whether a meal period was taken or waived by an employee and would potentially limit class treatment of the claims. Defendants vehemently denied that they engaged in any unlawful activity, failed to comply with the law in any respect, or have any liability to any person or entity under the claims asserted in the lawsuit.

13. Various considerations bore heavily on the negotiations allowing for the Settlement, and furthermore confirm that the Settlement is a fair, adequate, and reasonable compromise in view of the risks of further litigation.

14. An allocation method based on the number of workweeks worked during the Class Period is fair, adequate, and reasonable because it correlates to the extent of harm allegedly suffered based on the asserted claims.

15. My current standard billing rate is $600 per hour. I have spent at least 57 hours on this matter which can be summarized as follows:

Category/Tasks	**Hours**
Preliminary case work including assessment of file for potential claims/lawsuits, review of client records, research into parties, claims, and potential defenses, review of other pending and related matters/settlements, and incidental work:	6
Work on file prior to appearances by Defendants including prep of case initiating pleadings incl complaint, amended pleadings, service, prep and communicate PAGA letter, case calendaring, and incidental work:	5
Work on file post-appearances including litigation, pleadings, conferences with counsel, prep and review joint reports, notices of ruling, calendaring, court appearancs, and incidental work:	7
Preparation for mediation including review/analysis of produced data, damage analysis, preparing brief, communications with counsel and client, and incidental work:	8
Appear at full-day mediation with Jeffrey Krivis	8

MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
(818) 487-1998

Post-settlement work including work on MOU, long-form agreement, review and communications with Plaintiff, communications w/counsel, prep of prelim approval motion, prelim approval appearances, supp decl/amendments/reports, and incidental work:	12
Post-Preliminary Approval work including notices, oversight of class notice process, communications with administrator and counsel, Prep of Final Approval Motion	8
Appearance at Final Approval, related notices, case administration and oversight work through completion (estimated)	3
HOURS	**57**

16. I have reviewed the lodestars of counsel submitted in support of the fee award and the total present and anticipated minimum lodestar tallies to $75,000. The application of a multiplier of 1.4 to that lodestar results in the $105,000 requested fee award. ($300,000 ÷ $75,000 = 1.4). Notably, the submitted lodestars for Mooradian Law, APC do not include work performed by office staff in this matter.

17. Adjusting the rates of class counsel to the current Laffey Matrix, at $1,141 for Mr. Mooradian (20+ years) and $878 for myself, results in a lodestar of $104,814 [($1,141 x 48) + ($878 x 57), which is just shy of the requested $105,000 fee award.

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

Executed this 22nd day of June 2026, in Pasadena, California.

/s/Haik Hacopian
Haik Hacopian, Declarant

MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
(818) 487-1998

Electronically FILED by
Superior Court of California,
County of Los Angeles
4/27/2026 1:16 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By L. Smith, Deputy Clerk

ZORIK MOORADIAN, Bar No. 136636
zorik@mooradianlaw.com
HAIK HACOPIAN, Bar No. 282361
haik@mooradianlaw.com
MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
Calabasas, CA 91302
Telephone: (818) 487-1998
Facsimile: (888) 783-1030

Attorneys for Plaintiff ALFREDO B. ZAPETA, individually and on behalf of other persons similarly situated and similarly aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ALFREDO B. ZAPETA, individually and on behalf of other persons similarly situated and similarly aggrieved employees, Plaintiffs, v. ALL DAY SERVICE INC, an active California Corporation; ADVANCED DYNAMIC SOLUTIONS, INC., an active California Corporation; HR SERVICE GROUP, LLC, an active Maryland Limited Liability Company; and DOES 1 through 10, Defendants.	Case No.: 22STCV07872 CLASS AND REPRESENTATIVE ACTION [*Assigned to Hon. Elihu M. Berle in Dept. SS-6*] **NOTICE OF ENTRY OF ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Final Approval Hearing Date: August 25, 2026 Final Approval Hearing Date: 9:00 a.m. Department: SS-6 Action filed: March 3, 2022 Trial Date: Not yet set

TO THE HONORABLE COURT, PARTIES, THE LWDA, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that, on April 15, 2026, the Court granted Plaintiff's Motion for Preliminary Approval of Class Action Settlement. A true and correct copy of the Order Granting Motion for Preliminary Approval of Class Action Settlement, entered on April 27, 2026, is appended hereto. Therein, *inter alia*, the Final Approval hearing was set for August 25,

EXHIBIT "1"

2026 at 9:00 a.m. and the deadline to file the Motion for Final Approval of Class Action Settlement was set for June 18, 2026.

Dated: April 27, 2026

MOORADIAN LAW, APC

By: */s/Haik Hacopian*______________________
Zorik Mooradian, Esq.,
Haik Hacopian, Esq.,
Attorneys for Plaintiff, individually and on behalf of other persons similarly situated and similarly aggrieved employees

Electronically Received 04/21/2026 12:24 PM

FILED
Superior Court of California
County of Los Angeles
04/27/2026
David W. Slayton, Executive Officer / Clerk of Court
By: P. Herrera Deputy

ZORIK MOORADIAN, Bar No. 136636
zorik@mooradianlaw.com
HAIK HACOPIAN, Bar No. 282361
haik@mooradianlaw.com
MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
Calabasas, CA 91302
Telephone: (818) 487-1998
Facsimile: (888) 783-1030

Attorneys for Plaintiff Alfredo B. Zapeta, individually and on behalf of other persons similarly situated and similarly aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ALFREDO B. ZAPETA, individually and on behalf of other persons similarly situated and similarly aggrieved employees, Plaintiffs, v. ALL DAY SERVICE INC, an active California Corporation; ADVANCED DYNAMIC SOLUTIONS, INC., an active California Corporation; HR SERVICE GROUP, LLC, an active Maryland Limited Liability Company; and DOES 1 through 10,ADSI, Defendants.	Case No.: 22STCV07872 CLASS AND REPRESENTATIVE ACTION [*Assigned to Hon. Elihu M. Berle in Dept. SS-6*] **[~~PROPOSED~~] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Date: April 15, 2026 Time: 10:00 a.m. Dept.: SS-6

On April 15, 2026, the Court considered the motion of Plaintiff Alfredo B. Zapeta for preliminary approval of the Parties' proposed class action Settlement.

The Court having read and considered the papers on the motion submitted by Class Counsel, having heard the presentation of Class Counsel and Defendants' counsel, having reviewed all of the submissions presented with respect to the proposed Settlement, having carefully considered the requirements for class certification, and having preliminarily determined that the Settlement is fair, adequate, and reasonable, it is hereby ORDERED ADJUDGED, and DECREED that:

1. Preliminary Approval of the Class Action Settlement is GRANTED pursuant to Cal. Rules of Court, rule 3.769;

2. The Settlement, as set forth in the Amended Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement"), is in all respects fair, reasonable, adequate, and in the best interests of the Settlement Class, and it is preliminarily approved. Except as expressly set forth herein, the Parties shall effectuate the Settlement Agreement according to its terms. The Settlement Agreement, and every term and provision thereof, shall be deemed incorporated herein as if explicitly set forth and shall have full force of an Order of this Court;

3. The Court finds that the notice plan set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of the Action, the terms of the Settlement Agreement, the Final Approval Hearing, and satisfies the requirements of California law and federal due process law;

4. The proposed Settlement Class is provisionally certified under Civ. Code § 382, with the Class consisting of:

> All current and former non-exempt, hourly paid employees of Defendants All Day Service, Inc., Advanced Dynamic Solutions, Inc., and HR Service Group, LLC, who were staffed at the following hotels during the Class Period (the period from March 3, 2018 to May 8, 2023): Sofitel Los Angeles at Beverly Hills, Pendry West Hollywood, InterContinental Los Angeles Downtown, Viceroy Santa Monica.

5. Plaintiff Alfredo B. Zapeta is appointed as the Class Representative;

6. Zorik Mooradian and Haik Hacopian of Mooradian Law, APC are appointed as Class Counsel for the class;

7. Phoenix Settlement Administrators is appointed as the third-party administrator ("Settlement Administrator");

8. The proposed settlement of Plaintiff's Private Attorneys General Act (the "PAGA") claims is preliminarily approved;

9. The proposed Class Notice, attached as Exhibit A to the Settlement Agreement, is approved and shall be disseminated according to the notice plan described in the Settlement Agreement and substantially in the form submitted, the timeline for administration of the Settlement shall be as follows:

Settlement Administration Timeline	
Deadline to submit class data to the Settlement Administrator:	May 6, 2026
Deadline for Settlement Administrator to mail Class Notice:	May 20, 2026
Deadline to file Final Approval Motion:	June 18, 2026
Deadline for exclusion requests, disputes, and objections:	July 20, 2026
Deadline to submit responses to any objections and to submit declaration from Settlement Administrator:	August 14, 2026
Final Approval Hearing	August 25, 2026 at 9:00 a.m.

10. In conformity with the Class Notice, Settlement Class Members wishing to be excluded from the Settlement Class must submit a written request for exclusion requesting exclusion from the Settlement on or before the expiration of the opt out period (60 days after the date that the Class Notice is mailed) on July 20, 2026;

11. In conformity with the Class Notice, any Settlement Class Member who does

not opt out of the Settlement may object to the settlement, either personally or through an attorney, orally at the Final Approval Hearing or by providing written notice that the Settlement Class Member is objecting to the Settlement Administrator, which written notice must be postmarked no later than 60 days after the date that the Class Notice is mailed, which is not later than July 20, 2026;

12. A Final Approval Hearing will be held on August 25, 2026 at 10:00 a.m., to determine if the proposed settlement should be granted final approval. The Court will hear all evidence and argument necessary to evaluate the Settlement, and will consider Plaintiff's request for a Class Representative Service Payment, Class Counsel's request for Attorney's Fees, Class Counsel's request for Costs, payment to the LWDA, and payment to the Settlement Administrator. Any Settlement Class Member who complies with the procedures and requirements specified in the Class Notice may appear at the Final Approval Hearing;

13. Class Counsel is to file and serve the Motion for Final Approval of Class Action Settlement and for Awards of Class Representative Service Award, Attorneys' Fees, Costs, payment to the LWDA, and payment to the Settlement Administrator, by June 18, 2026; and

14. The Court shall retain jurisdiction necessary to effectuate this Order and consider all further applications out of or in connection with the Settlement.

Elihu M. Berle

Dated: 04/27/2026 By: Elihu M. Berle / Judge

Honorable Elihu M. Berle
Judge of the Superior Court

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action, my business address is 24007 Ventura Blvd., Suite 210, Calabasas, CA 91302.

On **April 27, 2026**, I served on the parties of record in this action the foregoing document(s) described as:

NOTICE OF ENTRY OF ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Karen Luh, Esq. (karen.luh@jacksonlewis.com) Stephanie Yun, Esq. (stephanie.yun@jacksonlewis.com) Jackson Lewis P.C. 725 South Figueroa Street, Suite 2500 Los Angeles, CA 90017 Phone: (213) 689-0404 Fax: (213) 689-0430 Attorneys for Defendants	Labor & Workforce Development Agency 800 Capitol Mall, MIC-55 Sacramento, CA 95814 (Filed online at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)

☒ **BY E-MAIL** – Based on a court order or agreement of the parties to accept service by electronic transmisión through the CaseAnywhere service, I caused the above document(s) to be sent to the persons(s) at the e-mail addresses listed on the service list above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE** – I declare under penalty of perjury under the laws of the "State of California that the above is true and correct.

Executed on **April 27, 2026** at Calabasas, California.

___/s/Haik Hacopian________________
Haik Hacopian

Declaration of
ZORIK MOORADIAN

DECLARATION OF ZORIK MOORADIAN

I, Zorik Mooradian, declare as follows:

1. I am an attorney at law duly licensed to practice law in the state of California. I am the principal of Mooradian Law, APC and, along with Haik Hacopian, am counsel for Plaintiff Alfredo B. Zapeta and have been appointed as Class Counsel in the class action lawsuit entitled *Alfredo B. Zapeta v. All Day Service Inc, et al.,* and bearing Los Angeles County Superior Court Case No. 22STCV07872. I make this Declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement, Class Representative's Enhancement Award, Class Counsel Attorneys' Fees and Costs, Settlement Administration Costs, and LWDA Payment based on my own personal knowledge and if called as a witness I could and would competently testify to the following facts stated herein.

2. I attended Texas A & M University (Kingsville) and California State University Los Angeles (Los Angeles), and I received a Bachelor of Science degree in Civil Engineering in 1979. I have also attended University of La Verne College of Law, graduated, and was admitted to the State Bar of California in 1988, and have been in good standing since. For the past 37 years, I have litigated hundreds of cases with numerous bench and jury trials. My most recent employment jury verdict was in October 2019, in a Fair Employment and Housing retaliation matter, ranked in the US as the top 100 employment verdicts for that year. I have also been and continue to be plaintiff's counsel in many wage and hour and consumer class actions, complex and multi-party matters.

3. The following is a sample index of class actions/PAGA and individual employment/wage-and-hour cases, in which I have represented and/or continue to represent the plaintiffs, mostly in the capacity of the lead counsel:

4. Granados v. Bimbo Bakeries/CV 09-07329 DMG; Garcia v. Pharmavite /BC435699; Barsamian/Park v. Staples /BC450208 and BC449815; Bosch v. Bakery Holdings/BC484494; Uribe v. American Guard Services/ BC492881; Gamez-Flores v. Haynes Building Services/BC493709; Rodriguez v. KBS/ BC537386; Tovar v. Baron HR, LLC/ BC517984; Perez v. Valleycrest/ BC 538257; Uscanga v. Automotive

MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
(818) 487-1998

Creations/BC509401; Gonzales v. Nefab Packing/2;13-cv-04499 JAK-ss; Mendoza v. Accentcare/30-2013-00661891-CU-OE-CXC; Nuno v. Universal Building Maintenance/BC541570; Cabrera v. Complete Facilities Maintenance/BC538248; Valencia v. Rubbercraft/BC 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-CXC; Bitton v. Sterling Jewelry, Inc./CIVDS1612665; Blandin v. Malibu Mgt. Svcs., Inc./BC618629; Barrera v. Coast Composites, Inc./30-2017-00909572 CU-OE-CJC; Aguilar v. Sweet Earth Café/19STCV13373; Avina v. Marriott/30-2017-00945551; Azepita v. Eden Social Restaurants, Inc./30-2019-01077185; Balaguer v. Eminent, Inc./19STCV16803; Barragan v. Golden Hotels Limited Partnership/30-2018-01007420; Boch v. Merchants Building Maintenance/BC681320; Bueno v. Proto Homes/19STCV20011; Cardenas v. Intercon Security/19STCV11259; Castillo v. Robert's Waste/30-2018-01027486; Castro v. Bee Gee Laboratories/BC712857; Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v. Golden State Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura v. WSON-55/19STCV22958; Cruel v. Andreas Elsenhans/19STCV35496; Espinoza v. Don Chava Mgt./19STCV27068; Galvan v. Property Mgt. Associates/BC722781; Godoy v. UCLA/19STCV04634; Gonzalez v. Toyon Catering, Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-01092546; Guzman v. Millennium Shoes/19STCV33166; Hernandez v. Township Retail Services/18STCV06709; Hernandez v. Resource Employment Solutions/30-2019-01084740; Herrera v. Color Spot Nurseries/30-2017-00933249; Leon v. Island Hospitality Mgt./30-2019-01060719; Martinez v. Snakerz/19STCV02674; Mendoza v. Savage Service Corp./18STCV04798; Martinez v. Riviera Beverages/ 30-2019-01056796; Mendoza v. United Production Framing/30-2019-01104255; Zapeta Cano v. Coordinated Staffing/19STCV29817; Moreno v. DCX-CHOL Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I, LLC/30-2018-00999474; Nunez v. Wonderland Montessori, LLC/18STCV06042; Enriquez v. The Johnny Rockets Group/19STCV43986; Pallares -

MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
(818) 487-1998

Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v. First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/ 19STCV11434; Reidy v. City of Inglewood/18STCV09373; Rosales v. DBR Premium/19STCV32726; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres v. Metro Security/19STCV15680; Trujillo v. Securitas Security Services/19STCV01207; Villacana v. Crothall Laundry Services, Inc./19STCV16330; and Villareal v. Golden Touch Cleaning/30-2019-01108777.

5. I am familiar with California wage and hour law and the laws governing the alleged violations in this matter, including but not limited to: California Labor Code Sections 201 – 204, 206.5, 210, 226, 221, 224, 226.7, 227.3, 233, 350, 351, 245.5, 246, 246.5, 500, 510, 512, 516, 1174, 1194, 1194.2, 1198, 1198.5, 2698, 2699, 2800 and 2802, California Business and Profession Codes 17200 et. seq., the Orders of the Industrial Welfare Commission, and the Private Attorneys General Act.

6. I have been appointed as Class Counsel on behalf of the settlement class. I know of no conflicts that would preclude me, or Mr. Hacopian, from continuing to serve as Class Counsel in this matter. I also know of no conflicts that would preclude Mr. Zapeta from continuing to serve as the Class Representative in this matter.

7. As a result of my prior experience as class counsel in other wage and hour class actions, I am fully aware of the responsibilities I owe as Class Counsel to the class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed settlement continues to remain fair to the class, reasonable and more than adequate in view of (i) the strength of Plaintiff's claims and Defendants' defenses, (ii) the risk, expense, complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining class certification and maintaining class action status through trial, (iv) the total settlement amount of $300,000 offered in settlement, (v) the discovery conducted by the Parties in this case, (vi) my experience with similar settlements in wage and hour class actions that have received court approval, and (vii) the fact that the settlement was the result of arms' length

MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
(818) 487-1998

negotiations between experienced counsel facilitated by the late Mr. Jeffrey Krivis, a respected neutral mediator; and (viii) the positive response to the settlement from the class thus far.

8. Plaintiff Zapeta signed a single retainer with my office. The Retainer Agreement had language providing a maximum of forty-five percent (45%) in attorneys' fees, of course, subject to court approval of class wide issues. The Retainer Agreement also had a provision for recovery of costs in relation to the representation.

9. As for the representation of the individual rights of Mr. Zapeta, a proposed retainer agreement for recovery of fees could be 35% of the gross recovery. That would be consistent with the market rate, and there is no reason to believe that, if any of the other 394 class members had signed an individual retainer, it would be any different.

10. In almost all the mediations that I have attended, a one-third to 35% attorney fee percentage is generally agreed upon by the defendant and the plaintiff subject to court approval. In this matter, the Parties agreed that my office may request up to 35% and Defendants would not oppose the same.

11. Notice has been provided to each of the Class Members that the attorneys would be seeking attorney fees in the amount of $105,000 or 35% of the settlement. The fact that no Class Members have any objection to the settlement or any of its terms, speaks pretty strongly to the notion that class members are extremely happy with the settlement.

12. It is beyond any reasonable dispute that, if my office had been able to negotiate directly with the class members, the class would have found that a 35% fee arrangement was eminently reasonable.

13. The fees received from one case, are often used to finance and move forward other cases that have failed and bring in revenue for my office.

14. While it's generally true that the greater the attorney fees, the less funds there will be for distribution to class members as damages, nevertheless, a balance must be achieved. In the instant matter, the class got a very balanced and fair settlement. Given the strengths and weaknesses of the case, they will be receiving a fair sum of money. The results

MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
(818) 487-1998

and the case law support that the settlement was fair, reasonable and adequate. The class has an affirmative response to the settlement so far, where there is not a single objection or exclusion request. In light of the favorable settlement, giving more money to the class after an excellent settlement had been achieved punishes the attorneys without whom such a settlement would not have been attained but for the efforts of good lawyering. Punishing lawyers when they do well is potentially sending the wrong message and serves as a disincentive and unjustly enriches the class that has already received a fair and adequate amount of benefits..

15. I have spent at least **48** hours on this case. At my present hourly rate of $850, my lodestar would total **$40,800**. The categories of work I have performed on this file are as follows:

Category/Tasks	**Hours**
Preliminary case work including intake and retention, assessment of file for potential claims/lawsuits, review of client records, research into parties, claims, and potential defenses, review of other pending and related matters/settlements, and incidental work:	11
Work on file prior to appearances by Defendants including prep of case initiating pleadings incl complaint, amended pleadings, service, prep and communicate PAGA letter, case calendaring, client communications, and incidental work:	4
Work on file post-appearances including litigation, pleadings, conferences with counsel, prep and review joint reports, notices of ruling, calendaring, court appearances, and incidental work:	6
Preparation for mediation including review/analysis of produced data, damage analysis, review brief, communications with counsel and client, and incidental work:	5
Appear at full-day mediation with Mr. Jeffrey Krivis	8

MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
(818) 487-1998

Post-settlement work including work on MOU, long-form agreement, review and communications with Plaintiff, communications w/counsel, attention to prelim approval motion, prelim approval appearances, supp decl/amendments/reports, and incidental work:	6
Post-Preliminary Approval work including notices, oversight of class notice process, communications with administrator and counsel, attention to Final Approval Motion	5
Appearance at Final Approval, related notices, case administration and oversight work through completion (estimated)	3
HOURS	**48**

16. My office has also incurred **$14,786.82** in costs as follows:

2022	3	4	$1,435.00	Civil and Complex LASC Filing Fees
2022	3	4	$59.01	OneLegal (OL) Lawsuit Filing Charges
2022	3	4	$75.00	LWDA PAGA Notice Fee
2022	3	4	$21.65	PAGA Notice - Certified Postage
2022	3	22	$82.36	OL Service Charges (HR Service Group)
2022	3	24	$117.88	OL Service Charges (ADSI)
2022	3	25	$82.36	OL Non-Service Charges (ADSI)
2022	5	4	$39.84	OL Stip and Order
2022	5	5	$82.36	OL Non-Service Charges (ADSI)
2022	7	14	$19.25	OL Jt Stat Conf Report
2022	7	19	$19.25	OL Ntc of Ruling Charges
2022	8	19	$17.19	OL Amended Complaint
2022	10	31	$37.78	OL Stip and Order
2023	3	9	$24.53	LASC Online Doc Retrieval Charges
2023	3	12	$10,000.00	P's share of Mediation Fees - First Mediation

MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
(818) 487-1998

2023	5	6	$17.66	OL Jt Stat Conf Report
2023	11	9	$38.25	OL Stip and Order
2024	2	8	$19.71	OL Status Conf Report
2024	2	27	$19.71	OL Ntc of Ruling Charges
2024	3	15	$19.71	OL Jt Stat Conf Report
2024	5	2	$81.48	OL Mtn for Prelim Approval
2025	2	24	$23.44	OL Ntc of Ruling Charges
2025	7	14	$23.44	OL Status Report
2025	8	28	$23.44	OL Ntc of Ruling Charges
2026	3	3	$24.53	OL Supp Decl
2026	4	9	$24.53	OL Supp Decl
2026	4	21	$24.53	OL Ntc of Ruling Charges
2026	4	28	$24.53	OL Ntc of Ruling Charges
2026	6	19	$80.00	Final Approval Motion Filing Charges (est.)
2026	6	19	$24.00	Notice of Ruling re Final Approval (est.)
2026	6	19	$24.00	Final Accounting Decl. (est.)
2026	6	19	$2,180.40	CaseAnywhere billing on matter to date
			$14,786.82	

17. It is important that Plaintiff Zapeta is paid a fair amount for his services to the class. Out of 394 class members, he is the only one that stepped forward and stuck with his case for over four years. If it was not for him, the $300,000 settlement would not have been obtained for the class. Specifically, the requested sum of $7,5000 to Plaintiff is fair considering that it is only 2.5% of the gross settlement and Plaintiff's involvement with this matter for over many years. Moreover, unlike the class members, Plaintiff is agreeing to a general release of all claims, which must be assigned additional value.

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

MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
(818) 487-1998

Executed on June 22, 2026 in Calabasas, California.

/s/Zorik Mooradian
Zorik Mooradian

MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
CALABASAS, CA 91302
(818) 487-1998

Declaration of
ALFREDO B. ZAPETA

DECLARATION OF ALFREDO B. ZAPETA

I, Alfredo B. Zapeta, hereby declare as follows:

1. I am the named Plaintiff in the wage and hour class action lawsuit entitled *Alfredo B. Zapeta v. All Day Service, Inc, et al.* and bearing case number 22STCV07872 of the Los Angeles County Superior Court. This declaration is based on my own personal knowledge. If called as a witness I could and would competently testify to the facts stated herein.

2. I was employed by Defendant All Day Service, Inc. servicing various hotel locations in Los Angeles County from around March 2021 until my separation around August 13, 2021. I worked as a non-exempt hourly janitorial employee.

3. I understand that this case is a class action, which is a lawsuit not just for me but for other non-exempt hourly employees of Defendant in California. I understand that it is my job to support them and I accept that as their representative I have significant responsibilities to them as well as to the court. I understand that it is my responsibility to look out for the best interests of the other non-exempt hourly employees. I also understand that I need to respond truthfully and completely to any information requested by my attorneys and to make myself available at any meetings, proceedings, or other court hearings where my presence is required.

4. I am not aware of any claim that I am making in this case that would only apply to me and not to other employees. Nor do I believe that I have any interest in the outcome of this case that would be in conflict with or is any different from the interest from the rest of the class.

5. I've relied upon and continue to rely upon the advice and guidance of my attorneys at Mooradian Law, APC, Mr. Zorik Mooradian and Mr. Haik Hacopian.

6. I have been involved with this matter since August of 2021. In the period I have been involved in this matter, I have put a significant amount time and effort assisting my attorneys and participating in this case. I have participated in numerous telephonic conferences speaking to my attorneys and their staff which included my periodic follow ups about the case.

I have also spent time looking for documents and sending documents. I have also spent time reviewing the settlement agreement as well as this declaration.

7. In total, I estimate that I have spent approximately 11-12 hours to date participating in this case.

8. I understand that the parties have agreed to a $7,500 service award to me for coming forward and participating in this case and for providing a release of claims to Defendant which includes more claims than what the other class members are releasing. I also understand that any amounts payable to me must be approved by the Court.

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

Executed this ____ day of December 2023, at Los Angeles, , California.
12/9/2023

DocuSigned by:

E5E00676137D4D5...

Alfredo B. Zapeta

Translation Authentication

I, Claudia Ginsburg, am an employee of the Mooradian Law, APC, at 24007 Ventura Blvd., Suite 210, Calabasas, California 91302.

On December 11, 2023, I translated this Declaration from English to Spanish during a conference with Alfredo B. Zapeta. He indicated to me that he understood and signed the Declaration.

By:____________________
Claudia Ginsburg