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AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amended Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Albert Alvarado ("Plaintiff") and Defendants Allied Restoration Services, Inc. and Allied Restoration Services, LLC ("Defendant"). This Agreement refers to Plaintiff and Defendant collectively as the "Parties," and individually as a "Party."

1. DEFINITIONS.

1.1. "Action" means Plaintiff's class and representative action lawsuit alleging wage and hour violations against Defendant, captioned *Albert Alvarado v. Allied Restoration Services, Inc.,* filed on March 5, 2025, and pending in the Superior Court of the State of California, County of Los Angeles, Case No. 25STCV06343.

1.2. "Administrator" means ILYM Group, Inc., the neutral third-party entity that the Parties have agreed to appoint to administer the Settlement, subject to Court approval.

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

1.4. "Class Counsel" means Nazo Koulloukian, Esq. and Hilary Silvia, Esq. of Koul Law Firm, APC.

1.5. "Class Counsel Fees Payment" means the amount allocated to Class Counsel for reasonable attorneys' fees incurred in the litigation and resolution of the Action, subject to Court approval.

1.6. "Class Counsel Litigation Expenses Payment" means the amount allocated to Class Counsel for reimbursement of reasonable expenses actually incurred in the litigation and resolution of the Action, subject to Court approval.

1.7. "Class Data" means Class Members and PAGA Employees' identifying information, including their full name, last-known mailing address, Social Security number, and number of Workweeks and/or PAGA Pay Periods, and such other information as is necessary for the Administrator to calculate Workweeks and PAGA Pay Periods, which Defendant will diligently and in good faith compile from its records and provide to the Administrator.

1.8. "Class Members" means all current and former hourly, non-exempt employees who worked for Defendant in California during the Class Period.

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

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

1.11. "Class Period" means the period from March 5, 2021 through November 1, 2026.

1.12. "Class Representative" means Plaintiff Albert Alvarado.

1.13. "Court" means the Superior Court of California, County of Los Angeles.

1.14. "Defendant" means Allied Restoration Services, Inc. and Allied Restoration Services, LLC.

1.15. "Defense Counsel" means Ryan H. Nell, Esq. and Jessica C. O'Malley, Esq. of Pettit Kohn Ingrassia Lutz & Dolin PC.

1.16. "Effective Date" means the latest of the following dates: (a) if no Class Member timely and properly intervenes or files a motion to vacate the Judgment, then the date the Court enters an order granting Final Approval of the Settlement; (b) if a Class Member timely and properly intervenes or files a motion to vacate the Judgment and no appeal follows, then sixty-one (61) days after the Court enters an order granting Final Approval of the Settlement; or (c) if a Class Member timely and properly intervenes or files a motion to vacate the Judgment and an appeal or other collateral challenge follows, then the date of the final resolution of the appeal or collateral attack resulting in Final Approval of the Settlement.

1.17. "Employer Taxes" means Defendant's share of employer's payroll taxes and contributions in connection with the wages portion of the Individual Class Payments.

1.18. "Final Approval" means entry of the Court's order granting final approval of the Settlement.

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

1.20. "Gross Settlement Amount" means $350,000.00, which is the total amount Defendant agrees to pay under the Settlement in full resolution of all Released Class Claims, Released PAGA Claims, and the Action, except (1) Defendant shall separately pay the Employer Taxes in addition to the Gross Settlement Amount, and (2) Defendant shall separately pay any additional amounts owed if the Escalator Clause is triggered and exercised (as detailed in paragraph 8), thereby increasing the Gross Settlement Amount. The Gross Settlement Amount will be used to pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses

Payment, Service Award, and Administration Expenses Payment. The Gross Settlement Amount shall be an "all-in" payment, with no reversion to Defendant.

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

1.22. "Individual PAGA Payment" means a PAGA Employee's *pro rata* share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.23. "Judgment" means the judgment entered by the Court upon granting Final Approval of the Settlement.

1.24. "LWDA" means the California Labor and Workforce Development Agency.

1.25. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.26. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Service Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.27. "Non-Participating Class Member" means any Class Member who opts out of the class action component of the Settlement by sending, via U.S. mail, a valid and timely Request for Exclusion to the Administrator.

1.28. "Objection" means a Class Member's written objection to the class action component of the Settlement, signed by the Class Member and submitted, via U.S. mail, to the Administrator.

1.29. "Operative Complaint" means the First Amended Class and Representative Action Complaint filed by Plaintiff in the Action on May 13, 2025.

1.30. "PAGA" means the Private Attorneys General Act of 2004 (Labor Code §§ 2698, et seq.).

1.31. "PAGA Employees" means all current and former hourly, non-exempt employees who worked for Defendant in California during the PAGA Period.

1.32. "PAGA Pay Period" means any pay period during which a PAGA Employee worked for Defendant in California for at least one day during the PAGA Period.

1.33. "PAGA Period" means the period from February 28, 2024 through November 1, 2026.

1.34. "PAGA Notice" means Plaintiff's February 28, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount ($75,000.00), with 35% allocated to the PAGA Employees as Individual PAGA Payments and 65% allocated to the LWDA (i.e., the LWDA PAGA Payment), for the settlement and resolution of the Released PAGA Claims.

1.36. "Participating Class Member" means any Class Member who does not timely opt-out from the class action component of the Settlement.

1.37. "Plaintiff" means Albert Alvarado, the named plaintiff in the Action.

1.38. "Preliminary Approval" means entry of the Court's order granting preliminary approval of the Settlement.

1.39. "Preliminary Approval Hearing" means the Court's hearing on Plaintiff's Motion for Preliminary Approval of the Settlement.

1.40. "Released Class Claims" means the claims being released as detailed in paragraph 5.2 below.

1.41. "Released PAGA Claims" means the claims being released as detailed in paragraph 5.3 below.

1.42. "Released Parties" means: Defendant, and any of its current, former, and/or alleged owners (including but not limited to OP Almaraz), officers, directors, joint-employers, managers, executives, partners, principals, shareholders, employees, agents, representatives, insurers, attorneys, and agents; any other predecessors, successors, assigns, and legal representatives; and any parents, subsidiaries, affiliates, or other entities that were alleged or could be considered to have jointly employed any Class Members and/or PAGA Employees.

1.43. "Request for Exclusion" means a Class Member's written request to be excluded from the class action portion of the Settlement, signed by the Class Member and submitted, via U.S. mail, to the Administrator.

1.44. "Response Deadline" means forty-five (45) days after the Administrator mails the Class Notice to Class Members and PAGA Employees and shall be the last date on which Class Members may submit, via U.S. mail, Requests for Exclusion from the class action portion of the Settlement and/or Objections to the class action portion of the Settlement and the last date on which Class Members and PAGA Employees may submit, via U.S. mail, Workweeks Disputes to the Administrator. Class Members and PAGA Employees to whom Class Notices are re-sent after having been returned as undeliverable to the Administrator shall have an additional fourteen (14) days beyond the original Response Deadline to submit a Request for Exclusion, Objection, or Workweeks Dispute. Class Members and PAGA Employees who submit a Workweeks Dispute to challenge their

allocated number of Workweeks and/or PAGA Pay Periods have fourteen (14) days from the date the Administrator mails an adjusted number of Workweeks and/or PAGA Pay Periods or notice of rejection of the Workweeks Dispute, or by the Response Deadline, whichever is later.

1.45. "Service Award" means the payment to Plaintiff for initiating the Action and providing services in support of the Action.

1.46. "Settlement" means the resolution of the Released Class Claims and Released PAGA Claims and disposition of the Action effected by this Agreement, the Judgment, and all Court orders related thereto.

1.47. "Workweek" means any week during which a Class Member worked for Defendant in California for at least one day during the Class Period.

1.48. "Workweeks Dispute" means a Class Member or PAGA Employee's submission of a written letter disputing the number of Workweeks and/or PAGA Pay Periods credited to them, as stated in the Class Notice sent to the Class Member and/or PAGA Employee.

2. RECITALS.

2.1. Plaintiff filed the PAGA Notice on February 28, 2025. On March 5, 2025, Plaintiff commenced the Action and filed the Operative Complaint on May 13, 2025. The Operative Complaint, filed on behalf of Plaintiff and all other similarly situated, hourly, non-exempt employees of Defendant, alleges that Defendant is liable for (1) failing to pay for all hours worked, including overtime hours worked; (2) failing to pay minimum wage; (3) failing to provide rest breaks; (4) failing to provide uninterrupted meal breaks; (5) failing to pay wages due upon termination, including vacation wages; (6) failing to reimburse for necessary business expenses; (7) failing to provide accurate itemized wage statements; (8) failing to keep accurate records; (9) failing to pay all wages owed twice per month; (10) unlawful and unfair business practices (Bus. & Prof. Code, §§ 17200, et seq.); and (11) penalties under the PAGA (Labor Code §§ 2698, et seq.). Defendant denies each and every allegation in the Operative Complaint, any failure to comply with any laws, and any and all liability or wrongdoing of any kind.

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

2.3. On November 17, 2025, the Parties participated in an all-day mediation with Steven Amundson, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff and Class Counsel, through informal discovery, obtained and analyzed significant documents, including time and payroll records and written and other information concerning Defendant's wage and hour policies and practices. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Parties now desire to fully and finally resolve the Action and all Released Class Claims and Released PAGA Claims asserted therein on a class and representative basis, subject to Court approval, without any admission of liability, wrongdoing, or violation of any law by Defendant. The Parties enter into this Agreement solely to avoid the burden, expense, and uncertainty of continued litigation and to affect a fair and reasonable compromise of disputed claims. The Court has not granted class certification.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. The Gross Settlement Amount is $350,000.00, which is the total amount Defendant agrees to pay under the Settlement, except (1) Defendant shall separately pay the employer's share of applicable payroll tax obligations in addition to the Gross Settlement Amount, and (2) Defendant shall separately pay any additional amounts owed if the Escalator Clause is triggered and exercised (as defined below), thus increasing the Gross Settlement Amount. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Attorneys' Fees, Attorneys' Costs, Service Award, and Settlement Administrator Costs. The Gross Settlement Amount shall be all-in with no reversion to Defendant.

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

3.2.1. To Plaintiff: Defendant will not oppose Plaintiff's request for a Service Award up to $10,000.00. The final amount of the Service Award to Plaintiff will be determined by the Court at the Final Approval Hearing. Should the Court award less than the requested $10,000.00, any unapproved amounts shall be included in the Net Settlement Amount. The Administrator shall issue the Service Award on IRS Form 1099, and Plaintiff shall be solely responsible for any taxes owed on this payment.

3.2.2. To Class Counsel: Subject to Court approval, a Class Counsel Fees Payment of not more than 33.33% of the Gross Settlement Amount, which is currently estimated to be $116,655.00, and a Class Counsel Litigation Expenses Payment of not more than $25,000.00. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Should the Court award less than the amounts requested for the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment, any unapproved amounts shall be included in the Net Settlement Amount. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, or if Class Counsel's actual expenses are less than $25,000.00, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other attorney, counsel, or litigation consultant arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using

one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $6,950.00 without prior approval by both Parties, and as approved by the Court. The Administrator shall provide a fixed (not to exceed) bid, which will be the amount that the Parties seek in costs for the Administrator, subject to Court approval. If the administration expenses are less than the amount approved, the difference shall be added to the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 15% of each Participating Class Member's Individual Class Payment will be allocated to the settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS W-2 Forms. The remaining 85% of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and PAGA Employees: PAGA Penalties in the amount of $75,000.00 to be paid from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 35% share of the PAGA Penalties by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's PAGA Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members and PAGA Employees' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member and/or PAGA Employee identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount and the Employer Taxes within thirty (30) days after the Effective Date. The Administrator will set up a bank account for the purposes of funding and administering the Settlement no later than seven (7) days after the Court's granting of Final Approval of the Settlement.

4.3. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks and transmit payment for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Service Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Service Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and PAGA Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members including those for whom Class Notice was returned undelivered. The Administrator will send checks for Individual PAGA Payments to all PAGA Employees, including Non-Participating Class Members who qualify as PAGA Employees and those for whom Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement

Administrator must update the recipients' mailing addresses using the NCOA Database.

4.3.2. The Administrator must conduct a Class Member Address Search for all Class Members and PAGA Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members or PAGA Employees whose re-mailed checks are returned as undelivered a second time. The Administrator shall promptly send a replacement check to any Participating Class Member or PAGA Employee whose original check was lost or misplaced, requested by the Participating Class Member or PAGA Employee prior to the void date.

4.3.3. Participating Class Members and PAGA Employees will have one hundred eighty (180) days to cash settlement checks. Any uncashed checks will be sent to the California State Controller's Unclaimed Property Fund in the name of the employee.

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

5. RELEASE OF CLAIMS. Upon the Effective Date occurring and Defendant fully funding the entire Gross Settlement Amount and the Employer Taxes, Plaintiff, Participating Class Members, PAGA Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge the Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint, or ascertained during the Action, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice, or ascertained during the Action, and released under paragraph 5.1.1, below ("Plaintiff's Release"). Plaintiff's Release and Civil Code section 1542 waiver, set forth below, shall not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits, or other claims that may not be released by law. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff's Release shall not extend to claims brought by Plaintiff in his individual action for whistleblower retaliation, wrongful termination, and intentional infliction of emotional distress, Los Angeles Superior Court, Case No. 24STCV17273, which are being resolved by separate agreement.

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, spouses, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims consisting of all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including but not limited to claims for: (1) failure to pay employees for all hours worked, including minimum, regular, and overtime wages; (2) failure to provide meal periods or pay meal period premiums in lieu thereof; (3) failure to provide rest breaks or pay rest break premiums in lieu thereof; (4) failure to timely pay wages during employment; (5) failure to timely pay wages at termination of employment; (6) failure to reimburse necessary business expenses; (7) failure to provide accurate, itemized wage statements; (8) failure to maintain accurate records; (9) unfair business practices pursuant to the Unfair Competition Law ("UCL"), Business and Professions Code sections 17200, et seq.; (10) all other claims for damages and statutory penalties recoverable based on the facts and claims alleged, or those that could have been alleged, in the Operative Complaint, pursuant to California Labor Code sections 201, 202, 203, 204, 206, 206.5, 207, 208, 210, 216, 221, 223, 226, 226.2, 226.7, 227.3, 245, 245.5, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.5, 248.6, 351, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, et seq., 1197, et seq., 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Industrial Welfare Commission ("IWC") Wage Orders relevant to the Released Class Claims; and (11) any attendant claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages, and attorneys' fees and costs arising out of or relating to the Released Class Claims. This release excludes the release of claims not permitted by law. This release is limited to Released Class Claims that arose during the Class Period.

5.3 Release by PAGA Employees. All PAGA Employees, including Non-Participating Class Members who are PAGA Employees, on behalf of themselves, the LWDA, and their respective former and present representatives, agents, attorneys, spouses, heirs, administrators, successors, and assigns, release the Released Parties from the Released PAGA Claims consisting of all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notice, including but not limited to claims for: (1) failure to pay employees for all hours worked, including minimum, regular, and overtime wages; (2) failure to provide meal periods or pay meal period premiums in lieu thereof; (3) failure to provide rest breaks or pay rest break premiums in lieu thereof; (4) failure to timely pay wages during employment; (5) failure to timely pay wages at termination of employment; (6) failure to reimburse necessary business expenses; (7) failure to provide accurate, itemized wage

statements; (8) failure to maintain accurate records; (9) all other claims for civil penalties recoverable under the PAGA based on the facts and claims alleged, or those that could have been alleged, in the PAGA Notice and Operative Complaint, pursuant to California Labor Code sections 201, 202, 203, 204, 206, 206.5, 207, 208, 210, 216, 221, 223, 226, 226.2, 226.7, 227.3, 245, 245.5, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.5, 248.6, 351, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, et seq., 1197, et seq., 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable IWC Wage Orders relevant to the Released PAGA Claims; and (10) any attendant claims for penalties for unpaid wages, overtime payments, premium payments, interest, exemplary damages, and attorneys' fees and costs arising out of or relating to the Released PAGA Claims. This release excludes the release of claims not permitted by law. All PAGA Employees shall release all claims arising under the PAGA regardless of their decision to participate in the class action component of the Settlement. This release is limited to Released PAGA Claims that arose during the PAGA Period.

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

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

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

7. SETTLEMENT ADMINISTRATION.

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

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

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

7.4 Notice to Class Members.

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

7.4.2 Notice of this Settlement shall be sent to all Class Members and PAGA Employees by the Administrator within twenty-one (21) days of Preliminary Approval by the Court. The Administrator will send to all Class Members and PAGA Employees identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently state the estimated dollar amount(s) of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or PAGA Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate the amounts. The Class Notice shall also include a description of the claims to be released, total amount of the Settlement, amounts to be deducted from the Settlement as attorneys' fees, costs, and other payments, method of calculating payments to Class Members and PAGA Employees, information regarding Class Members and PAGA Employees' right to opt out or object to the class action component of the Settlement, and description of the method for opting out or objecting. The Class Notice shall also identify Class Counsel, a phone number to contact Class Counsel, the court in which the Action is pending, and the date set for the final approval hearing. Before mailing Class Notices, the Administrator shall update Class Member and PAGA Employee addresses using the NCOA database.

7.4.3 Not later than five (5) days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or re-mail Class Notices to Class Members and/or PAGA Employees whose Class Notices are returned by the USPS as undelivered a second time.

7.4.4 The deadlines for Class Members' written Objections, Workweeks Disputes, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose Class Notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice. Class Members who submit a written, signed challenge to their Individual Settlement Amount must opt out of the Settlement within fourteen (14) days from the date the Administrator mails

an adjusted Individual Settlement Amount or notice of rejection of the challenge, or by the Response Deadline, whichever is later.

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

7.5 Requests for Exclusion (Opt-Outs).

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

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Released Class Claims under paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or

have the right to object to the class action component of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Employees are deemed to release the Released PAGA Claims identified in paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment. Class Members and PAGA Employees have no right to exclude themselves from the PAGA portion of the Settlement.

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

7.7 Objections to the Settlement.

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

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

7.7.3 Non-Participating Class Members have no right to object to the class action component of the Settlement. Class Members and PAGA Employees have no right to object to the PAGA portion of the Settlement.

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

7.8.1 Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members

and PAGA Employees, including the date, time, and location for the Final Approval Hearing, the Agreement, and the Final Approval Order and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member and PAGA Employee calls, faxes, and emails.

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

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

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

7.8.5 Administrator's Declaration. Not later than ten (10) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court, attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members and PAGA Employees, the total number of Requests for Exclusion received (both valid or invalid), the number of written Objections received, and the number of Workweeks Disputes received and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) with the Court.

7.8.6 Administrator's Final Report and Declaration. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under

this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court, attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration with the Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** The Settlement is estimated to include approximately 149 Class Members who worked approximately 9,554 Workweeks during the Class Period. The Parties agree that, should the total number of Workweeks increase to exceed 10,743 (which is 10% more than the estimation of 9,766 Workweeks at mediation), then Defendant has the option to either (1) end the Class Period when 10,743 Workweeks is reached; or (2) increase the Gross Settlement Amount by $35.84 (Gross Settlement Amount divided by 9,766 Workweeks) for each additional workweek above 10,743.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List is 5% or more of the total of all Class Members, Defendant has the option, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing and within sixty (60) days of the Final Report by the Administrator, Plaintiff will file a motion for final approval of the Settlement and Proposed Final Approval Order and Judgment (collectively, "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

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

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

11. ADDITIONAL PROVISIONS.

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

any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Settlement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement, except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members and PAGA Employees in accordance with Class Counsel's ethical obligations owed to them.

11.3 Non-Disclosure and Non-Publication. Plaintiff and Class Counsel agree not to disclose or publicize the Settlement contemplated herein, the fact of the Agreement, its terms or contents, or the negotiations underlying the Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Class Members and PAGA Employees and as shall be contractually required to effectuate the terms of the Agreement as set forth herein. Class Counsel will not include or use the Settlement for any marketing or promotional purposes, or for attempting to influence Defendant's business relationships, either before or after the Motion for Preliminary Approval is filed. Following Preliminary Approval of the Settlement, neither Plaintiff nor Class Counsel will initiate any communications with the media or third parties. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against initiating any media comment. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other lawsuits, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel. Class Counsel may also include a general description of the Settlement on its website, but may not include the name(s) of any of the Parties, or the case name or case number of the Action.

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

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

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

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

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

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

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

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

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

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

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

11.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff and Class Counsel shall destroy all paper and electronic versions of the Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of the Class Data.

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

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

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

To Plaintiff:

Nazo Koulloukian
nazo@koullaw.com
Hilary Silvia
hilary@koullaw.com
KOUL LAW FIRM, APC
217 South Kenwood Street
Kenwood, CA 91205
Telephone: (213) 325-3032

To Defendant:

Ryan H. Nell, Esq.
Jessica C. O'Malley, Esq.
PETTIT KOHN INGRASSIA LUTZ & DOLIN PC
11622 El Camino Real, Suite 300
San Diego, CA 92130
Telephone: (858) 755-8500
Email: rnell@pettitkohn.com
jomalley@pettitkohn.com

Docusign Envelope ID: AFBA1025-8FA4-8C93-8194-53F20F2CF918

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

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

IT IS SO AGREED.

ALBERT ALVARADO

Date: 11/3/2026

DocuSigned by:
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Plaintiff and Class Representative

ALLIED RESTORATION SERVICES, INC.

Date: _____

_____

Name: _____

Title: _____

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

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

IT IS SO AGREED.

ALBERT ALVARADO

Date: _____

_____
Plaintiff and Class Representative

ALLIED RESTORATION SERVICES, INC. &
ALLIED RESTORATION SERVICES, LLC

Date: 11/09/2026

Andy Min
_____

Name: Andy Min

Title: General Manager

Docusign Envelope ID: AFBA1025-8FA4-8C93-8194-53F20F2CF918

APPROVED AS TO FORM:

KOUL LAW FIRM, APC

Date: 11/3/2026

DocuSigned by:
Nazo Koulloukian
5F97388C1D414C7...

Nazo Koulloukian
Counsel for Plaintiff
Albert Alvarado

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

Date: _____

_____
Ryan H. Nell, Esq.
Jessica C. O'Malley, Esq.
Counsel for Defendant
Allied Restoration Services, Inc.

APPROVED AS TO FORM:

KOUL LAW FIRM, APC

Date: _____

Nazo Koulloukian
Counsel for Plaintiff
Albert Alvarado

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

Date: November 9, 2026

Ryan H. Nell, Esq.
Jessica C. O'Malley, Esq.
Counsel for Defendant
Allied Restoration Services, Inc.

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

Albert Alvarado v. Allied Restoration Services, Inc.

Los Angeles County Superior Court Case No. 25STCV06343

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 and representative action lawsuit (the "Action") against Allied Restoration Services, Inc. (also known as Allied Restoration Services, LLC) ("Defendant") for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Albert Alvarado ("Plaintiff"), and seeks payment of (1) back wages and other relief for a class of hourly, nonexempt employees who worked for Defendant in California during the Class Period beginning March 5, 2021 to November 1, 2026 ("Class Members"); and (2) penalties under the California Private Attorneys General Act of 2004 ("PAGA") for all hourly, nonexempt employees who worked for Defendant in California during the PAGA Period beginning February 28, 2024 to November 1, 2026 ("PAGA Employees").

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

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

The above estimates are based on Defendant's records showing that **you worked __ Workweeks** during the Class Period and **__ PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks and/or PAGA Pay Periods than the number stated, you can submit a Workweeks Dispute by the Response Deadline. *See* Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or do 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 Defendant to make payments under the Settlement and requires Class Members and PAGA Employees to give up their rights to assert certain claims against Defendant.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed 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 all wage-related claims against Defendant that are covered by this Settlement (Released Class Claims and Released PAGA Claims).
You Can Opt Out of the Class Action Component of the Settlement but not the PAGA Portion of the Settlement **The Opt-out Deadline is _____**	If you do not want to fully participate in the proposed Settlement, you can opt out of the class action component of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be deemed 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. Defendant must pay Individual PAGA Payments to all PAGA Employees, and the PAGA Employees must give up their rights to pursue the Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Action Component of the Settlement but not the PAGA Portion of the Settlement **Written Objections Must be Submitted by**	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 Members and PAGA Employees. 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 the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You do not have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court's virtual appearance platform. 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/PAGA Pay Periods **Workweeks Disputes Must be Submitted by _____**	The amounts of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day for Defendant during the Class Period and how many PAGA Pay Periods you worked at least one day for Defendant during the PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

The Action claims Defendant violated California labor laws by failing to properly calculate and/or pay certain wages owed to its employees, including overtime and minimum wages and reimbursable expenses, failing to timely pay wages due during employment and upon termination of employment, and failing to provide proper meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff also asserted a claim for civil penalties under the PAGA, Labor Code sections 2698, et seq. Plaintiff is represented by an attorney in the Action: Nazo Koulloukian of KOUL LAW FIRM, APC ("Class Counsel").

Defendant strongly denies violating any laws or failing to properly pay any wages owed to its employees, and contends it complied with all applicable laws at all times.

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

So far, the Court has not made any determination as to whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced attorney to serve as a neutral mediator in an effort to resolve the Action by negotiating to end 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 (the "Agreement") and agreeing to jointly ask the Court to enter a Judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized the mailing of this Class Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay $350,000.00 as the Gross Settlement Amount ("Gross Settlement"). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Service Award, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than ninety-one (91) days after the Court's Final Approval of the Settlement. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the Settlement or appeal the Judgment.

2. Court Approved Deductions from the 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 $116,655.00 (approximately 33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $25,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.

B. Up to $10,000.00 as a Service Award to Plaintiff, to be determined by the Court at the Final Approval Hearing, for filing the Action, working with Class Counsel, and representing the Class Members and PAGA Employees. A Service Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and Individual PAGA Payment from this lawsuit. Plaintiff filed a separate lawsuit including claims for whistleblower retaliation, wrongful termination, and intentional infliction of emotional distress (Plaintiff's "Individual Lawsuit"). Plaintiff and Defendant reached a separate settlement whereby Plaintiff agreed to dismiss his Individual Lawsuit in exchange for a payment of $75,000.00.

C. Up to $6,950.00 to the Administrator for services administering the Settlement.

D. Up to $75,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% to Individual PAGA Payments to PAGA 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 Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the remainder of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Workweeks.

4. Taxes Owed on Payments to Participating Class Members and PAGA Employees. Plaintiff and Defendant are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages ("Wage Portion") and 85% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to tax withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay the employer portion of the applicable payroll taxes on the Wage Portions of the Individual Class Payments. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the "void date"). If you do not cash your check by the void date, your check will be automatically

cancelled, and the monies will be deposited to the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Controller's Office for instructions on how to retrieve your money.

6. Requests for Exclusion (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) that you wish to opt out of the class action component of the Settlement. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or their representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the class action component of 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 Defendant.

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

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

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Class Notice, calculate and make payments from the Gross Settlement, and process Class Members' Requests for Exclusion and Objections. The Administrator will also decide Workweeks Disputes, 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 Class Notice.

9. Participating Class Members' Release.

   After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that, unless you opted out by validly excluding yourself from the class action component of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any of its current, former, and/or alleged owners (including but not limited to OP Almaraz), officers,

directors, managers, executives, partners, principals, shareholders, employees, agents, representatives, insurers, attorneys, and agents; any other predecessors, successors, assigns, and legal representatives; and any parents, subsidiaries, affiliates, or other entities that were alleged or could be considered to have jointly employed any Class Members and/or PAGA Employees (the "Released Parties") for wages based on the facts as alleged in the Action and resolved by this Settlement. Participating Class Members will be bound by the following release:

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, spouses, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including but not limited to claims for: (1) failure to pay employees for all hours worked, including minimum, regular, and overtime wages; (2) failure to provide meal periods or pay meal period premiums in lieu thereof; (3) failure to provide rest breaks or pay rest break premiums in lieu thereof; (4) failure to timely pay wages during employment; (5) failure to timely pay wages at termination of employment; (6) failure to reimburse necessary business expenses; (7) failure to provide accurate, itemized wage statements; (8) failure to maintain accurate records; (9) unfair business practices pursuant to the Unfair Competition Law ("UCL"), Business and Professions Code sections 17200, et seq.; (10) all other claims for damages and statutory penalties recoverable based on the facts and claims alleged, or those that could have been alleged, in the Operative Complaint, pursuant to California Labor Code sections 201, 202, 203, 204, 206, 206.5, 207, 208, 210, 216, 221, 223, 226, 226.2, 226.7, 227.3, 245, 245.5, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.5, 248.6, 351, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, et seq., 1197, et seq., 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Industrial Welfare Commission ("IWC") Wage Orders relevant to the Released Class Claims; and (11) any attendant claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages, and attorneys' fees and costs arising out of or relating to the Released Class Claims. This release excludes the release of claims not permitted by law. The release of Released Class Claims is limited to claims that arose during the Class Period.

10. PAGA Employees' Release.

After the Court's Judgment is final, and Defendant has paid the Gross Settlement and separately paid the employer-side payroll taxes, all PAGA Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA Employees, including Participating Class Members and Non-Participating Class Members, cannot sue, continue to sue, or participate in any other PAGA lawsuit against Defendant or the Released Parties based on the facts alleged in the Action and resolved by this Settlement. PAGA Employees will be bound by the following release:

All PAGA Employees, including Non-Participating Class Members who are PAGA Employees, on behalf of themselves, the LWDA, and their respective former and present representatives, agents, attorneys, spouses, heirs, administrators, successors, and assigns, release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notice, including but not limited to claims for: (1) failure to pay employees for all hours worked, including minimum, regular, and overtime wages; (2) failure to provide meal periods or pay meal period premiums in lieu thereof; (3) failure to provide rest breaks or pay rest break premiums in lieu thereof; (4) failure to timely pay wages during employment; (5) failure to timely pay wages at termination of employment; (6) failure to reimburse necessary business expenses; (7) failure to provide accurate, itemized wage statements; (8) failure to maintain accurate records; (9) all other claims for civil penalties recoverable under the PAGA based on the facts and claims alleged, or those that could have been alleged, in the PAGA Notice and Operative Complaint, pursuant to California Labor Code sections 201, 202, 203, 204, 206, 206.5, 207, 208, 210, 216, 221, 223, 226, 226.2, 226.7, 227.3, 245, 245.5, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.5, 248.6, 351, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, et seq., 1197, et seq., 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable IWC Wage Orders relevant to the Released PAGA Claims; and (10) any attendant claims for penalties for unpaid wages, overtime payments, premium payments, interest, exemplary damages, and attorneys' fees and costs arising out of or relating to the Released PAGA Claims. This release excludes the release of claims not permitted by law. All PAGA Employees shall release all claims arising under the PAGA regardless of their decision to participate in the class action component of the Settlement. The release of Released PAGA Claims is limited to claims that arose during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT(S)?

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

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $26,250.00 by the total number of PAGA Pay Periods worked by all PAGA Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual PAGA Employee.

3. Workweek/PAGA Pay Period Disputes. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant' records, are stated on the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or PAGA Pay Periods credited to you.

You can submit your Workweeks Dispute by signing and sending a letter to the Administrator via USPS mail. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by USPS mail, a single check to every Participating Class Member, including those who also qualify as PAGA Employees. The single check will combine the Individual Class Payment and Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by USPS mail, a single Individual PAGA Payment check to every PAGA Employee who opts out of the class action component of the Settlement.

Your check will be sent to the same address as in this Class 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 ACTION COMPONENT OF THE SETTLEMENT?

To opt out of the class action component of the Settlement, submit a written and signed letter to the Administrator with your name, address, telephone number, and a simple statement that you do not want to participate in the class action component of the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to **personally sign your request**, identify the Action as ***Alvarado v. Allied Restoration Services, Inc.***, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself, or have a valid representative make it on your behalf. **The Administrator must be sent your request to be excluded by the _____ Response Deadline, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file with the 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 Service Award stating (i) the amount Class Counsel is requesting for

attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (__(url)_____) or the Court's website (www.lacourt.ca.gov).

A Participating Class Member who disagrees with any aspect of the Agreement, Motion for Final Approval, and/or Motion for Fees, Litigation Expenses, and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written Objections to the Administrator is** _____. Be sure to inform the Administrator what you object to, why you object, and any facts that support your Objection. Make sure you identify the Action as ***Alvarado v. Allied Restoration Services, Inc.***, and include your full name, current address, telephone number, and approximate dates of employment for Defendant and **personally 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 their 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 _____ at **(time)** in Department 7 of the Los Angeles County Superior Court, located at the Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before making a decision.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant 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 the Administrator's website at _____(url)_____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed on the following page.

DO NOT CONTACT THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THIS SETTLEMENT.

Class Counsel:

Nazo Koulloukian, SBN 263809
nazo@koullaw.com
KOUL LAW FIRM, APC
217 South Kenwood Street
Kenwood, CA 91205
Telephone: (213) 325-3032

Settlement Administrator:

ILYM Group, Inc.
2832 Walnut Ave., Suite C, Tustin, CA 92780
Telephone: (888) 250-6810
Fax Number: (888) 845-6185
Email:

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 California State Controller's Unclaimed Property Fund for instructions on how to retrieve the funds. You may search for unclaimed property online at: https://ucpi.sco.ca.gov/.

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.