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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MIGUEL A. HUERTA ALVAREZ, individually, on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

ASAS GROUP, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2025-01487413-CU-OE-CXC
Assigned to Hon. David A. Hoffer, Dept. CX103

Complaint filed: June 3, 2025
FAC filed: February 5, 2026
Trial date: Not Set

CLASS & REPRESENTATIVE ACTION

SUPPLEMENTAL DECLARATION OF TRENTEN N. BILODEAUX IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[Filed with Supplemental Brief and Amended [Proposed] Order]

Related to ROA Number: 70

CONTINUED HEARING
Date: November 16, 2026
Time: 1:30 p.m.
Dept.: CX103

I, Trenten N. Bilodeaux, declare as follows:

1. I am an attorney duly admitted to practice law in the State of California. I am an Attorney at Wilshire Law Firm, PLC ("WLF"), counsel of record for Plaintiff Miguel A. Huerta Alvarez ("Plaintiff"). I am familiar with the file in this matter and, if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

2. This declaration is submitted in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (the "Motion") and in response to the Court's July 20, 2026 ruling continuing the hearing on the Motion to November 16, 2026 (the "Ruling").

3. After the Ruling, I met and conferred with counsel for Defendant ASAS Group, Inc. ("Defendant") regarding each issue the Court identified. The Parties and their counsel then executed the First Amendment to Class Action and PAGA Settlement Agreement (the "First Amendment"). Attached as **Exhibit 1** is a true and correct copy of the fully executed First Amendment, including its Exhibit A (Amended Class Notice) and Exhibit B (Request for Exclusion Form).

4. The First Amendment: (a) reduces the maximum Class Counsel Fees Payment to 30% of the Gross Settlement Amount ($67,500.00); (b) updates the number of Class Members and Workweeks to reflect Defendant's completed review of its records (123 Class Members and 6,479 Workweeks); (c) provides that the Court will decide any Workweek, PAGA Pay Period, or Request for Exclusion validity or authenticity dispute that the Administrator and the Parties cannot resolve; (d) confirms that the escalator clause was evaluated before notice and has not been triggered, and deletes the option to shorten the Class Period; (e) adds a Request for Exclusion Form; and (f) conforms the definition of Class Counsel. The First Amendment does not change the 20% wage allocation in Paragraph 3.2.4.1. That allocation was negotiated at mediation, Plaintiff agreed to it, and Defendant would not agree to change it after the Ruling. The Parties' joint explanation is set out in Section I.C of Plaintiff's Supplemental Brief and in the Declarations of Zachary M. Schwartz and Abdul Sadruddin filed concurrently.

5. Attached as **Exhibit 2** is a true and correct copy of a redline comparing the Amended Class Notice to the Class Notice originally submitted with the Motion (ROA 70, Ex.

1, Ex. A). Attached as **Exhibit 3** is a true and correct copy of a redline comparing the Amended [Proposed] Order to the [Proposed] Order originally lodged with the Motion. The clean Amended [Proposed] Order is lodged concurrently.

6. **Class size and escalator.** The Motion relied on Defendant's pre-mediation figures of 92 Class Members and 6,400 Workweeks. (ROA 70 ¶ 15; Settlement ¶ 4.1.) On October 7, 2026, Defense Counsel Zachary M. Schwartz informed me in writing that he had reviewed further payroll and time records through February 6, 2026, that those records establish 123 Class Members and about 6,479 total Class Workweeks, and that, because Paragraph 8 of the Settlement Agreement is triggered only if the Workweek total exceeds 7,040, the escalator has not been triggered. Defendant represents these figures in Paragraph 6 of the First Amendment. Because 6,479 Workweeks is 561 Workweeks below the 7,040-Workweek threshold, the Gross Settlement Amount remains $225,000.00, the Class Period and PAGA Period end on February 6, 2026, and the Class Notice will be sent to all Class Members identified in the Class Data.

7. **Estimated payments.** After the fee reduction, the estimated Net Settlement Amount is $105,510.00 ($225,000.00 – $67,500.00 – $17,000.00 – $4,990.00 – $20,000.00 – $10,000.00). Based on 123 Class Members and 6,479 Workweeks, the estimated average Individual Class Payment is $857.80 ($105,510.00 ÷ 123), or approximately $16.29 per Workweek. On October 14, 2026, Mr. Schwartz informed me in writing that Defendant had completed a further review of its payroll and timekeeping records through February 6, 2026, matching actual recorded work dates to its biweekly payroll periods, and that the updated preliminary estimates are 60 Aggrieved Employees and 1,161 PAGA Pay Periods, compared with the prior estimates of 77 and 1,231 (ROA 70 ¶ 15). He noted limitations in the payroll records, including possible duplicate names, so these remain estimates subject to the Administrator's review. Based on those figures, the estimated average Individual PAGA Payment is $116.67 ($7,000.00 ÷ 60), or approximately $6.03 per PAGA Pay Period. These estimates assume the Court approves the requested amounts and no Class Member opts out. Plaintiff will provide the highest and lowest estimated Individual Class Payments and Individual

PAGA Payments, and the final Aggrieved Employee and PAGA Pay Period counts, in the motion for final approval.

8. **LWDA notice.** Attached as **Exhibit 4** is a true and correct copy of Plaintiff's May 23, 2025, notice to the LWDA and Defendant under Labor Code section 2699.3 (LWDA-CM-1100866-25), which my office submitted to the LWDA online and sent to Defendant by certified mail on May 23, 2025. The notice identifies the alleged violations of Labor Code sections 201–204, 226, 226.7, 432, 510, 1174, 1174.5, 1194, 1197, 1198, 1198.5, and 2802, and the civil penalties sought under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699. These are the same violations and penalty provisions on which the PAGA cause of action in the operative First Amended Complaint is based (FAC ¶¶ 105–112), and the Released PAGA Claims (Settlement ¶ 5.3) are limited to PAGA claims based on the facts stated in the notice and the operative complaint.

9. **LWDA submissions.** On July 30, 2026, my office served the Notice of Ruling on Defendant and uploaded it to the LWDA. (ROA 79.) Concurrently with the filing of these supplemental papers, my office is submitting the First Amendment, the Amended Class Notice and Request for Exclusion Form, Plaintiff's Supplemental Brief, this declaration and its exhibits, the Declarations of Zachary M. Schwartz and Abdul Sadruddin, and the Amended [Proposed] Order to the LWDA through its online PAGA filing system. (Lab. Code, § 2699, subd. (s)(2).)

10. **Administration.** The Administrator, Apex Class Action LLC, capped its total administration costs at $4,990.00 (ROA 70, Ex. 3), and Plaintiff seeks no more than that amount. The Administrator will translate the Amended Class Notice and Request for Exclusion Form into Spanish, as provided in its bid, and mail both versions to all Class Members.

11. Neither Plaintiff nor WLF has any interest, financial or otherwise, in the Administrator. WLF has no fee-splitting agreement with any other counsel in this case.

/ / /

/ / /

[*Signature on the following page]*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on Monday, October 26, 2026, at Los Angeles, California.



Trenten N. Bilodeaux

EXHIBIT 1

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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MIGUEL A. HUERTA ALVAREZ, individually, on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,

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CLASS & REPRESENTATIVE ACTION

FIRST AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Docusign Envelope ID: D10F45EA-4807-8C2D-82E3-D89DCC311B76

This First Amendment to Class Action and PAGA Settlement Agreement ("First Amendment") is made by and between Plaintiff Miguel A. Huerta Alvarez ("Plaintiff") and Defendant ASAS Group, Inc. ("Defendant") (together, the "Parties"). Capitalized terms not defined in this First Amendment have the meanings given in the Class Action and PAGA Settlement Agreement executed by the Parties in March and April 2026 (the "Agreement").

RECITALS

A. On July 20, 2026, the Court issued a ruling continuing the hearing on Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement to November 16, 2026, and directing the Parties to address certain concerns by amendment to the Agreement rather than by an amended settlement agreement (the "July 20, 2026 Ruling").

B. Paragraphs 6.3 and 11.6 of the Agreement require the Parties to work together in good faith to modify the Agreement to satisfy the Court's concerns. Paragraph 11.9 permits amendment of the Agreement by an express written instrument signed by all Parties or their representatives and approved by the Court.

C. The Parties enter into this First Amendment to resolve the concerns identified in the July 20, 2026 Ruling. The Parties have not amended Paragraph 3.2.4.1 of the Agreement (allocating 20% of each Individual Class Payment to wages and 80% to interest and penalties), which remains in effect; the Parties explain the basis for that negotiated allocation in their supplemental papers.

NOW, THEREFORE, the Parties agree that the Agreement is amended as follows, effective upon the Court's approval:

1. **Paragraph 1.6 (Class Counsel)** is deleted and replaced with:

"1.6 *Class Counsel* means Benjamin H. Haber, Esq., Talar DerOhannessian, Esq., Kareen Shatikian, Esq., and Trenten N. Bilodeaux, Esq. of Wilshire Law Firm, PLC."

2. **Paragraph 1.7 (Class Counsel Fees Payment)** is deleted and replaced with:

"1.7 *Class Counsel Fees Payment* means an award of attorneys' fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have

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agreed Plaintiff will request approval from the Court of not more than thirty percent (30%) of the GSA (currently estimated at $67,500.00)."

3. **Paragraph 1.11 (Class Notice)** is deleted and replaced with:

"1.11 *Class Notice* means the Court-approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached to the First Amendment as Exhibit A, together with the Request for Exclusion Form attached to the First Amendment as Exhibit B, both of which are incorporated by reference into this Agreement."

4. **Paragraph 1.42 (Request for Exclusion)** is deleted and replaced with:

"1.42 *Request for Exclusion* means a Class Member's signed, written request to be excluded from the Class Settlement, submitted either on the Request for Exclusion Form attached to the First Amendment as Exhibit B or in a signed letter that reasonably communicates the Class Member's election to be excluded."

5. **Paragraph 3.2.2 (To Class Counsel)** is amended by deleting the first sentence and replacing it with:

"To Class Counsel: A Class Counsel Fees Payment of not more than thirty percent (30%) of the GSA, which is currently estimated to be $67,500.00, and a Class Counsel Litigation Expenses Payment for actual costs not to exceed $17,000.00."

6. **Paragraph 4.1 (Class Workweeks and Aggrieved Employee Pay Periods)** is amended by deleting the first sentence and replacing it with:

"Based on a review of its payroll and time records through February 6, 2026, Defendant represents there are 123 Class Members who collectively worked a total of 6,479 Workweeks during the Class Period."

7. **Paragraph 7.5.1 (Requests for Exclusion)** is amended by adding the following sentence after the first sentence:

"The Administrator shall mail the Request for Exclusion Form (Exhibit B) with each Class Notice, and Class Members may complete, sign, and return that form,

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or send a signed letter, to request exclusion."

8. **Paragraph 7.5.2** is amended by deleting the sentences "The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge." and "The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge." and adding the following at the end of Paragraph 7.5.2:

> "The Administrator and the Parties will attempt in good faith to resolve any dispute regarding the validity or authenticity of a Request for Exclusion. Any such dispute that the Administrator and the Parties cannot resolve shall be submitted to the Court, which will ultimately decide it."

9. **Paragraph 7.6 (Challenges to Calculation of Workweeks)** is amended by deleting the sentence "The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge." and replacing it with:

> "The Administrator and the Parties will attempt in good faith to resolve any challenge to the number of Workweeks and/or PAGA Pay Periods. Any challenge that the Administrator and the Parties cannot resolve shall be submitted to the Court, which will ultimately decide it."

10. **Paragraph 7.8.4 (Workweek and/or Pay Period Challenges)** is deleted and replaced with:

> "7.8.4 *Workweek and/or Pay Period Challenges.* The Administrator will review, and the Administrator and the Parties will attempt in good faith to resolve, all Class Member challenges to the calculation of Workweeks and/or PAGA Pay Periods, consistent with the terms of this Agreement. Any challenge that the Administrator and the Parties cannot resolve shall be submitted to the Court, which will ultimately decide it. The Administrator shall report all challenges, and their resolution or status, in its declaration filed in support of Final Approval."

11. **Paragraph 8 (Escalator Clause)** is amended by deleting option (b) ("cutting off the Class Period as of the date that there are 7,040 Workweeks") and adding the following at

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the end of Paragraph 8:

> "8.1 *Escalator Determination Before Notice.* Before executing the First Amendment, Defendant completed its calculation of Workweeks for the entire Class Period (June 3, 2021, through February 6, 2026) and determined that 123 Class Members worked a total of 6,479 Workweeks. Because 6,479 Workweeks does not exceed 7,040, the escalator in this Paragraph 8 has not been triggered. The Gross Settlement Amount therefore remains $225,000.00, the Class Period and PAGA Period end on February 6, 2026, and the Class Notice shall be sent to all Class Members identified in the Class Data. If the Class Data delivered to the Administrator nonetheless reflects more than 7,040 Workweeks, the Gross Settlement Amount shall increase as provided in option (a) of this Paragraph 8, and in no event shall the Class Period or PAGA Period be shortened or any person who is sent a Class Notice be excluded from the Settlement under this Paragraph 8."

12. **Exhibit A (Class Notice)** to the Agreement is deleted and replaced with the Amended Class Notice attached to this First Amendment as **Exhibit A**, and the Request for Exclusion Form attached to this First Amendment as **Exhibit B** is added to the Agreement.

GENERAL PROVISIONS

13. Except as expressly amended by this First Amendment, all terms of the Agreement remain unchanged and in full force and effect. If there is a conflict between this First Amendment and the Agreement, this First Amendment controls.

14. This First Amendment shall be submitted to the LWDA at the same time it is submitted to the Court. (Lab. Code, § 2699, subd. (s)(2).)

15. This First Amendment may be executed in counterparts and by electronic signature (e.g., DocuSign), each of which shall be deemed an original, and all of which together constitute one instrument.

IT IS SO AGREED.

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Dated: 10/23/2026, 2026

PLAINTIFF

Signed by:
F0515ZAD51AC4EE...
Miguel A. Huerta Alvarez

Dated: October 23, 2026

DEFENDANT ASAS GROUP, INC.

By: _____
Name: Abdul Aziz Sadruddin
Title: Owner/Operator

APPROVED AS TO FORM:

Dated: October 26, 2026

WILSHIRE LAW FIRM, PLC

By: _____
Benjamin H. Haber
Talar DerOhannessian
Kareen Shatikian
Trenten N. Bilodeaux
Attorneys for Plaintiff and the Class

Dated: October 23, 2026

SCOTT & WHITEHEAD

By: _____
Michael J. Rossiter
Zachary M. Schwartz
Attorneys for Defendant ASAS Group, Inc.

EXHIBIT A

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

Huerta Alvarez v. ASAS Group, Inc.

Orange County Superior Court, Case No. 30-2025-01487413-CU-OE-CXC

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

You may be eligible to receive money from employee class and representative action lawsuits ("Action") against ASAS Group, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by former employee, Miguel A. Huerta Alvarez and seeks (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees ("Class Members") who worked for Defendant during the Class Period (June 3, 2021, through February 6, 2026); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all Class Members who worked for Defendant during the PAGA Period (July 28, 2024, through February 6, 2026) ("Aggrieved Employees").

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

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

The above estimates are based on Defendant's records showing that **you worked <<Workweeks>> Workweeks during the Class Period and you worked <<PAGA Pay Periods>> Pay Periods during the PAGA Period.** If you believe that you worked more during either period, you can submit a challenge by the deadline date. The Administrator and the Parties will try to resolve any challenge; if they cannot, the Court will decide it.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.

EXCLUDE YOURSELF	Complete, sign, and return the enclosed Request for Exclusion Form. Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If the Administrator and the Parties cannot resolve your challenge, the Court will decide it. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant ASAS Group, Inc. at some point(s) between June 3, 2021, through February 6, 2026, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is July 28, 2024, through February 6, 2026.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Sections 12 and 22, below).

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

The Court in charge of the Action is the Orange County Superior Court. The case is titled *Huerta Alvarez v. ASAS Group, Inc.* Case No. 30-2025-01487413-CU-OE-CXC. The person who sued, Miguel A. Huerta Alvarez, is the Plaintiff, and the company sued, ASAS Group, Inc., is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay missed rest period premiums; (5) failure to timely pay final wages at termination; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify all necessary business expenditures; (8) failure to produce employment records; (9) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff's claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

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

4. WHY IS THERE A SETTLEMENT?

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

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time from June 3, 2021, through February 6, 2026.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

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

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of $225,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys' fees up to thirty

percent (30%) of the GSA or $67,500.00 and reimbursement for reasonable costs not to exceed $17,000.00; Enhancement Award up to $10,000.00 to the Plaintiff (for Plaintiff's work and efforts prosecuting this case); a PAGA Penalties payment of $20,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action LLC, not to exceed $4,990.00. The exact amount of the Class Counsel's Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the "Net Settlement Amount" or the "NSA," is currently estimated to be approximately $105,510.00. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded ("opt out") of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a $20,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 65% of the PAGA Penalties payment, or $13,000.00, will be paid to the California Labor and Workforce Development Agency. The remaining 35% of the PAGA Penalties payment, or $7,000.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

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

Individual Class Payment: Your Individual Class Payment is based on the number of Workweeks you worked, as reflected in Defendant's records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period from June 3, 2021, through February 6, 2026. **Twenty percent (20%)** of each Individual Class Payment will be treated as payment for alleged unpaid wages and will be reported on an IRS Form W-2, subject to applicable payroll tax withholdings and deductions. **Eighty percent (80%)** will be treated as payment for alleged penalties, which will be reported on IRS Forms 1099.

Individual PAGA Payment: If you worked for Defendant from July 28, 2024, through February 6, 2026 ("PAGA Period"), you are also an "Aggrieved Employee" and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 22 below, no later than the Response Deadline described in Section 12. The Administrator and the Parties will try to resolve your challenge. If they cannot resolve it, the Court will decide it.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on April 12, 2027, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Within thirty (30) days after the Effective Date, Defendant will fund the Gross Settlement Amount and the applicable employer payroll taxes. Within seven (7) days after Defendant completes funding, the Settlement Administrator will mail Individual Class Payments and Individual PAGA Payments in accordance with the Settlement Agreement.

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

For an update on the status of payments, please contact the Settlement Administrator (see Section 22).

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

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

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

Released PAGA Claims: If you are an Aggrieved Employee (that is, if you worked for Defendant during the PAGA Period), you will also release all claims for civil penalties under the

California Private Attorneys General Act ("PAGA") arising during the PAGA Period that were asserted or could have been asserted based on the facts alleged in Plaintiff's PAGA notice to the California Labor and Workforce Development Agency and the lawsuit. Aggrieved Employees cannot opt out of the release of the PAGA claims, regardless of whether they exclude themselves from the class settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, complete, sign, and return the **Request for Exclusion Form** enclosed with this Notice, or send the Settlement Administrator another written and signed request for exclusion. Your Request for Exclusion Form or other request must be mailed (postmarked) or emailed no later than 60 days after the date the Administrator mailed this Notice to you, or 74 days after that date if this Notice was re-mailed to you (the "Response Deadline"). Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your Request for Exclusion Form or other request for exclusion to the settlement Administrator at:

ASAS Group, Inc. Settlement
c/o Apex Class Action LLC
18 Technology Drive, Suite 154
Irvine, CA 92618
Email: info@apexclassaction.com

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (July 28, 2024, through February 6, 2026). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

If the Administrator has reason to question whether a request for exclusion is authentic, it may ask you for additional proof of your identity. The Administrator and the Parties will try to resolve any dispute about whether a request for exclusion is valid or authentic. If they cannot resolve it, the Court will decide it.

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

No. Unless you timely exclude yourself from the Settlement, you will give up any right to sue Defendant for the claims resolved by this Settlement. If you have a pending lawsuit against Defendant relating to the claims covered by this Settlement, you should speak to your attorney in that case immediately. To continue your own lawsuit, you must exclude yourself from this Settlement. The deadline to request exclusion is sixty (60) days from the date the Class Notice is mailed.

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

If you exclude yourself, you will not receive an Individual Class Payment from the class portion of this Settlement. However, if you are an Aggrieved Employee (that is, you worked for Defendant during the PAGA Period, July 28, 2024, through February 6, 2026), you will still

receive an Individual PAGA Payment from the PAGA penalties portion of the Settlement, and you will be bound by the release of the Released PAGA Claims. If you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant for the Released Class Claims, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

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

WILSHIRE LAW FIRM, PLC
Benjamin H. Haber
benjamin.haber@wilshirelawfirm.com
Talar DerOhannessian
talar.derohannessian@wilshirelawfirm.com
Kareen Shatikian
kareen.shatikian@wilshirelawfirm.com
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve attorneys' fees of up to thirty percent (30%) of the Gross Settlement Amount, currently estimated at $67,500.00, for work performed in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also ask the Court to approve reimbursement of litigation expenses not to exceed $17,000.00. The Court may award Class Counsel less than the amounts requested.

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

OBJECTING TO THE SETTLEMENT

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

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

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed (postmarked) or emailed to the Settlement Administrator on or before the Response Deadline described in Section 12, at the following address:

ASAS Group, Inc. Settlement

c/o Apex Class Action LLC
18 Technology Drive, Suite 154
Irvine, CA 92618
Email: info@apexclassaction.com

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

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

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

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the class portion of the case no longer affects you, and you do not get an Individual Class Payment from this Settlement (though you will still receive any Individual PAGA Payment if you are an Aggrieved Employee). If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get an Individual Class Payment from this settlement.

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Final Approval Hearing at 1:30 p.m. on April 12, 2027 in Department CX103 of the Orange County Superior Court (Civil Complex Center) located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

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

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, and the court grants final approval of the settlement, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you

will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, Apex Class Action LLC, by calling toll free 1-800-355-0700, or you can write to the Administrator at the following address:

ASAS Group, Inc. Settlement
c/o Apex Class Action LLC
18 Technology Drive, Suite 154
Irvine, CA 92618
Email: info@apexclassaction.com

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

EXHIBIT B

REQUEST FOR EXCLUSION FORM

Huerta Alvarez v. ASAS Group, Inc., Orange County Superior Court, Case No. 30-2025-01487413-CU-OE-CXC

USE THIS FORM ONLY IF YOU DO NOT WANT TO BE PART OF THE CLASS SETTLEMENT. If you want to receive an Individual Class Payment, do not return this form. Read Sections 12 through 14 and 18 of the Notice before completing this form.

To be valid, this form must be signed and mailed (postmarked) or emailed to the Administrator no later than **60 days after the date the Administrator mailed the Notice to you** (74 days if the Notice was re-mailed to you):

ASAS Group, Inc. Settlement
c/o Apex Class Action LLC
18 Technology Drive, Suite 154
Irvine, CA 92618
Email: info@apexclassaction.com

YOUR INFORMATION (please print):

Full Name: _____

Other names used while employed by ASAS Group, Inc.: _____

Street Address: _____

City, State, ZIP: _____

Telephone Number: (_____) _____ Email (optional):

_____

Last four digits of Social Security Number (optional, to help identify you): XXX-XX-_____

STATEMENT OF EXCLUSION

I want to be excluded from the class settlement in *Huerta Alvarez v. ASAS Group, Inc.*, Orange County Superior Court Case No. 30-2025-01487413-CU-OE-CXC. I understand that by excluding myself:

- I will **not** receive an Individual Class Payment, and I will **not** release the Released Class Claims described in the Notice;
- I will not be able to object to the class settlement; and
- If I worked for Defendant during the PAGA Period (July 28, 2024, through February 6, 2026), I will **still** receive an Individual PAGA Payment and I will **still** be bound by the release of the Released PAGA Claims, because Aggrieved Employees cannot exclude themselves from the PAGA portion of the Settlement.

Signature: _____ Date: _____

If the Administrator has reason to question whether this request is authentic, it may contact you for additional proof of your identity. The Administrator and the Parties will try to resolve any dispute about the validity or authenticity of a request for exclusion; if they cannot, the Court will decide it. Questions? Call the Administrator toll free at 1-800-355-0700.

EXHIBIT 2

REDLINE – AMENDED CLASS NOTICE COMPARED TO ORIGINAL (ROA 70, Ex. 1, Ex. A)

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

Huerta Alvarez v. ASAS Group, Inc.

Orange County Superior Court, Case No. 30-2025-01487413-CU-OE-CXC

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

You may be eligible to receive money from employee class and representative action lawsuits ("Action") against ASAS Group, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by former employee, Miguel A. Huerta Alvarez and seeks (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees ("Class Members") who worked for Defendant during the Class Period (June 3, 2021, through February 6, 2026); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all Class Members who worked for Defendant during the PAGA Period (July 28, 2024, through February 6, 2026) ("Aggrieved Employees").

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

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

The above estimates are based on Defendant's records showing that you worked _____<<Workweeks>> Workweeks during the Class Period and you worked _____<<PAGA Pay Periods>> Pay Periods during the PAGA Period. If you believe that you worked more during either period, you can submit a challenge by the deadline date. The Administrator and the Parties will try to resolve any challenge; if they cannot, the Court will decide it.

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

the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Complete, sign, and return the enclosed Request for Exclusion Form. Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If the Administrator and the Parties cannot resolve your challenge, the Court will decide it. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant ASAS Group, Inc. at some point(s) between June 3, 2021, through February 6, 2026, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is July 28, 2024, through February 6, 2026.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in ~~Section~~Sections ~~12,~~12 and 22, below).

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

The Court in charge of the Action is the Orange County Superior Court. The case is titled *Huerta Alvarez v. ASAS Group, Inc.* Case No. 30-2025-01487413-CU-OE-CXC. The person who sued, Miguel A. Huerta Alvarez, is the Plaintiff, and the company sued, ASAS Group, Inc., is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay missed rest period premiums; (5) failure to timely pay final wages at termination; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify all necessary business expenditures; (8) failure to produce employment records; (9) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff's claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

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

4. WHY IS THERE A SETTLEMENT?

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

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time from June 3, 2021, through February 6, 2026.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

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

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of $225,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys' fees up to ~~one third~~thirty percent (30%) of the GSA or ~~$75,000.00~~$67,500.00 and reimbursement for reasonable ~~costs;~~costs not to exceed $17,000.00; Enhancement Award up to $10,000.00 to the Plaintiff (for Plaintiff's work and efforts prosecuting this case); a PAGA Penalties payment of $20,000.00 to resolve the PAGA claims; and Settlement Administration Costs to ~~[_____],~~Apex Class Action LLC, not to exceed ~~$_____.~~$4,990.00. The exact amount of the Class Counsel's Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the "Net Settlement Amount" or the "NSA," is currently estimated to be approximately ~~$_____.~~$105,510.00. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded ("opt out") of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a $20,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA,

65% of the PAGA Penalties payment, or $13,000.00, will be paid to the California Labor and Workforce Development Agency. The remaining 35% of the PAGA Penalties payment, or $7,000.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

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

Individual Class Payment: Your Individual Class Payment is based on the number of Workweeks you worked, as reflected in Defendant's records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period from June 3, 2021, through February 6, 2026. **Twenty percent (20%)** of each Individual Class Payment will be treated as payment for alleged unpaid wages and will be reported on an IRS Form W-2, subject to applicable payroll tax withholdings and deductions. **Eighty percent (80%)** will be treated as payment for alleged penalties, which will be reported on IRS Forms 1099.

Individual PAGA Payment: If you worked for Defendant from July 28, 2024, through February 6, 2026 ("PAGA Period"), you are also an "Aggrieved Employee" and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement. ~~*See, e.g., Robinson v So. County Oil*, 53 Cal. App. 476 (2020).~~

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section ~~12~~22 ~~below.~~below, no later than the Response Deadline described in Section 12. The Administrator

and the Parties will try to resolve your challenge. If they cannot resolve it, the Court will decide it.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on ~~_____~~,April 12, 2027, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

~~Following~~Within thirty (30) days after the Effective Date, Defendant will fund the Gross Settlement Amount and the applicable employer payroll taxes. Within seven (7) days after Defendant completes funding, the Settlement Administrator will mail Individual Class Payments and Individual PAGA Payments ~~will~~in ~~be~~accordance ~~mailed to Participating Class Members and Aggrieved Employees approximately 21 days after the Court's approval of~~with the Settlement ~~becomes final so long as there are no appeals.~~Agreement.

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

For an update on the status of payments, please contact the Settlement Administrator (see Section ~~12).~~22).

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

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

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

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, ~~you~~complete, ~~must~~sign, and return the Request for Exclusion Form enclosed with this Notice, or send the Settlement Administrator ~~a~~another written and signed request for ~~exclusion~~exclusion. ~~which~~Your Request for Exclusion Form or other request must be ~~postmarked~~mailed (postmarked) or emailed no later than ~~[60~~60 days after ~~Class~~the date the Administrator mailed this Notice ~~is~~to ~~Mailed].~~you, or 74 days after that date if this Notice was re-mailed to you (the "Response Deadline"). Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your Request for Exclusion Form or other request for exclusion to the settlement Administrator at:

~~[INSERT].~~
~~ASAS Group, Inc., Settlement~~
~~XXXXX~~
~~City, State, XXXXX~~
~~Email:~~
~~Fax:~~
ASAS Group, Inc. Settlement
c/o Apex Class Action LLC
18 Technology Drive, Suite 154
Irvine, CA 92618
Email: info@apexclassaction.com

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (July 28, 2024, through February 6, 2026). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

If the Administrator has reason to question whether a request for exclusion is authentic, it may ask you for additional proof of your identity. The Administrator and the Parties will try to resolve any dispute about whether a request for exclusion is valid or authentic. If they cannot resolve it, the Court will decide it.

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

No. Unless you timely exclude yourself from the Settlement, you will give up any right to sue Defendant for the claims resolved by this Settlement. If you have a pending lawsuit against Defendant relating to the claims covered by this Settlement, you should speak to your attorney in that case immediately. To continue your own lawsuit, you must exclude yourself from this Settlement. The deadline to request exclusion is sixty (60) days from the date the Class Notice is mailed.

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

~~No.~~ If you exclude yourself, you will not receive ~~any~~an ~~money~~Individual Class Payment from the class portion of this Settlement. However, if you are an Aggrieved Employee (that is, you worked for Defendant during the PAGA Period, July 28, 2024, through February 6, 2026), you will still receive an Individual PAGA Payment from the PAGA penalties portion of the Settlement, and you will be bound by the release of the Released PAGA Claims. If you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against ~~Defendant,~~Defendant for the Released Class Claims, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

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

WILSHIRE LAW FIRM, PLC
Benjamin H. Haber
benjamin.haber@wilshirelawfirm.com
Talar DerOhannessian
talar.derohannessian@wilshirelawfirm.com
Kareen Shatikian
kareen.shatikian@wilshirelawfirm.com
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve attorneys' fees of up to ~~one-third~~thirty ~~(1/3)~~percent (30%) of the Gross Settlement Amount, currently estimated at ~~$75,000.00,~~$67,500.00, for work performed in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also ask the Court to approve reimbursement of litigation expenses not to exceed ~~$_____~~. $17,000.00. The Court may award Class Counsel less than the amounts requested.

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

OBJECTING TO THE SETTLEMENT

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

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

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed (postmarked) or emailed to the Settlement Administrator ~~and postmarked~~ on or before ~~_____,~~the ~~2026,~~Response Deadline described in Section 12, at the following address:

~~[INSERT]~~
~~ASAS Group, Inc., Settlement~~
~~XXXXX~~
~~City, State, XXXXX~~
~~Email:~~
~~Fax:~~
ASAS Group, Inc. Settlement
c/o Apex Class Action LLC
18 Technology Drive, Suite 154
Irvine, CA 92618
Email: info@apexclassaction.com

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

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

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

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the class portion of the case no longer affects you, and you do not get ~~any~~an ~~money~~Individual Class Payment from this ~~Settlement.~~Settlement (though you will

still receive any Individual PAGA Payment if you are an Aggrieved Employee). If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get ~~any~~an ~~money~~Individual Class Payment from this settlement.

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Final Approval Hearing at ———1:30 p.m. on ————————April 12, 2027 in Department CX103 of the Orange County Superior Court (Civil Complex Center) located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

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

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

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

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, ~~[INSERT]~~Apex Class Action LLC, by calling toll free ~~1-800————————~~,1-800-355-0700, or you can write to the Administrator at the following address:

~~[INSERT]~~
~~ASAS Group, Inc., Settlement~~
~~XXXXX~~
~~City, State, XXXXX~~

~~Email:~~
~~Fax:~~
ASAS Group, Inc. Settlement
c/o Apex Class Action LLC
18 Technology Drive, Suite 154
Irvine, CA 92618
Email: info@apexclassaction.com

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

EXHIBIT 3

WILSHIRE LAW FIRM, PLC
Benjamin H. Haber, Esq. (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Talar DerOhannessian, Esq. (SBN 311687)
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Trenten N. Bilodeaux, Esq. (SBN 332692)
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660 S. Figueroa Street, Sky Lobby
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Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MIGUEL A. HUERTA ALVAREZ, individually, on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

ASAS GROUP, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2025-01487413-CU-OE-CXC
Assigned to Hon. David A. Hoffer, Dept. CX103

Complaint filed: June 3, 2025
FAC filed: February 5, 2026
Trial date: Not Set

CLASS & REPRESENTATIVE ACTION

AMENDED [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

CONTINUED HEARING
Date: November 16, 2026
Time: 1:30 p.m.
Dept.: CX103

The Court has before it Plaintiff Miguel A. Huerta Alvarez's ("Plaintiff" or "Class Representative") Motion for Preliminary Approval of Class Action and PAGA Settlement (the ~~"Motion").~~"Motion"), which was continued from July 20, 2026 to November 16, 2026. Having reviewed the Motion along with the accompanying papers, Plaintiff's supplemental papers, and the Class Action and PAGA Settlement Agreement ~~(which~~as ~~is~~amended by the First Amendment to Class Action and PAGA Settlement Agreement (together referred to here as the "Settlement" or "Settlement Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Class (as defined below) based upon the terms set forth in the Settlement Agreement between Plaintiff and Defendant ASAS Group, Inc. ("Defendant," and together with Plaintiff, the "Parties"). A true and correct copy of the Class Action and PAGA Settlement Agreement is attached as Exhibit 1 to the ~~Declaration~~declaration of ~~Conor~~Plaintiff's ~~J.D.~~counsel ~~Gomez~~filed in ~~Support~~support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement ~~submitted~~(ROA 70), and a true and correct copy of the First Amendment to Class Action and PAGA Settlement Agreement is attached to the ~~Court~~Supplemental Declaration of Trenten N. Bilodeaux as Exhibit 1.

2. For settlement purposes, the Court provisionally certifies the Class defined as all persons who have been employed by Defendant in California as hourly-paid or non-exempt employees at any point during the Class Period, including current and former employees (each "Class Member(s)" collectively the "Class"). The Class Period is the period from June 3, 2021, through February 6, 2026 (the "Class Period").

3. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the final approval hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of $225,000.00 (the "Gross Settlement Amount") to cover (a) settlement payments to Class Members who do not validly opt out; (b) a $20,000.00 payment for penalties under the Private Attorneys General Act ("PAGA"), with 65% of which ($13,000.00) being paid to the LWDA (the "LWDA PAGA Payment") and 35% ($7,000.00) being paid to eligible Aggrieved Employees (the "Individual PAGA Payment(s)") (as defined in the Settlement Agreement); (c) an enhancement award of up to $10,000.00 for Plaintiff (the "Class Representative Service Payment"); (d) Class Counsel's attorneys' fees not to exceed ~~one-third~~thirty percent (30%) of the Gross Settlement Amount ~~($75,000.00)~~($67,500.00) (the "Class Counsel Fees Payment"), and up to $17,000.00 in costs for actual litigation expenses incurred by Class Counsel (the "Class Counsel Litigation Expenses Payment"); and (e) a payment to Apex Class Action, LLC (the "Administrator") of up to $4,990.00 (the "Administration Costs"). Twenty percent (20%) of each Individual Class Payment will be allocated to wages and eighty percent (80%) to interest and penalties, which the Court finds reasonable for the reasons stated in the Parties' supplemental papers.

4. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is fair, just, reasonable, and adequate to the Class when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research,

and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

5. A final fairness hearing on the question of whether the proposed Settlement, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the PAGA Penalties Payment for the LWDA and Aggrieved Employees' share of the settlement of claims for penalties under the PAGA, and the Class Representative Service Payment should be finally approved as fair, just, reasonable and adequate as to the Class is hereby set in accordance with the implementation schedule set forth below.

6. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court appoints Plaintiff as Class Representative, for settlement purposes only. The Court further preliminarily approves Plaintiff's ability to request the Class Representative Service Payment.

8. The Court appoints, for settlement purposes only, Benjamin H.

Haber, Talar DerOhannessian, Kareen Shatikian, ~~Alan A. Wilcox~~ and ~~Conor~~Trenten ~~J.D.~~N. ~~Gomez~~Bilodeaux of Wilshire Law Firm, PLC as "Class Counsel". The Court further preliminarily approves Class Counsel's ability to request the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

9. The Court appoints Apex Class Action, LLC as the "Administrator" with the Administrator Costs estimated not to exceed $4,990.00.

10. The Court approves, as to form and ~~content~~content, the ~~class~~Amended ~~notice,~~Class Notice attached as Exhibit A to the First Amendment to Class Action and PAGA Settlement Agreement (the "Class ~~Notice").~~Notice"), ~~A~~and ~~true~~the Request for Exclusion Form attached as Exhibit B to the First Amendment (the "Request for Exclusion Form"). True and correct ~~copy~~copies of the Class Notice ~~is~~and the Request for Exclusion Form are attached hereto as ~~Exhibit~~Exhibits ~~1.~~1 and 2. The Administrator shall mail the Class Notice and the Request for Exclusion Form in English and Spanish, and shall insert each Class Member's estimated payments and Workweek and PAGA Pay Period information before mailing. The Court finds on a preliminary basis that the plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

11. The Court notes Defendant's representation that the Class consists of 123 Class Members who worked a total of 6,479 Workweeks during the Class Period, and that the Escalator Clause (Paragraph 8 of the Settlement Agreement, as amended) therefore has not been triggered. The Gross Settlement Amount is $225,000.00, the Class Period and PAGA Period end on February 6, 2026, and the Administrator shall mail the Class Notice to all Class Members identified in the Class Data. If the Class Data reflects more than 7,040 Workweeks, the Gross Settlement Amount shall increase as provided in Paragraph 8, subject to

Defendant's opportunity to review and dispute the calculation before additional funding becomes due, with any dispute the Parties cannot resolve to be decided by the Court, and no Class Member shall be excluded from the Settlement under Paragraph 8.

12. The Administrator and the Parties shall attempt to resolve any dispute regarding a Class Member's Workweeks or PAGA Pay Periods, and any dispute regarding the validity or authenticity of a Request for Exclusion. The Court will decide any such dispute that the Administrator and the Parties cannot resolve, and the Administrator shall identify any unresolved dispute in its declaration filed in support of final approval.

~~11.~~13. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

~~12.~~14. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

15. In the motion for final approval, Plaintiff shall state the highest, lowest, and average estimated Individual Class Payments and Individual PAGA Payments.

~~13.~~16. The Court orders the following implementation schedule:

Defendant to provide Class ~~List~~Data to the ~~Settlement~~ Administrator	Within 7 ~~business~~calendar days after the Court grants Preliminary Approval of the Settlement
~~Settlement~~ Administrator to mail the Class Notice and Request for Exclusion Form	Within 14 days after receipt of the Class ~~List~~Data from ~~the~~ Defendant
Response Deadline	60 days after Class Notice is mailed ~~out~~ by the ~~Settlement~~Administrator, ~~Administrator~~plus 14 ~~days~~ additional

	days for any notices that ~~were~~are ~~resent~~re-mailed
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to ~~Plaintiffs~~Plaintiff	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	~~December~~April ~~16,~~12, ~~2026,~~2027, at 1:30 p.m., ~~or first available date thereafter,~~ in Department CX103. The hearing may be continued to another date without further notice to the Class Members.

~~14.~~17. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

~~15.~~18.

_____

_____

IT IS SO ORDERED.

DATE: _____

_____
Hon. David A. Hoffer
Judge of the Superior Court

EXHIBIT 4

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
Fax: (213) 381-9989
wilshirelawfirm.com

Sean Paisan, Esq.
John Yslas, Esq.
Tyler J. Woods, Esq.
Stephanie Mazepa, Esq
Nicol Hajjar, Esq.
Thiago Coelho, Esq.
Benjamin Haber, Esq.

May 23, 2025

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

ASAS Group, Inc.
31262 Avenida Madrid
San Juan Capistrano, CA 92675
(*Via Certified Mail, Return Receipt Requested*)
#9489009000276638786282

ASAS Group, Inc.
1695 E Lincoln Ave.
Orange, CA 92865
(*Via Certified Mail, Return Receipt Requested*)
#9489009000276638786299

Abdul Aziz Sadruddin
Agent for Service of Process for:
ASAS Group, Inc.
31262 Avenida Madrid
San Juan Capistrano, CA 92675
(*Via Certified Mail, Return Receipt Requested*)
#9489009000276638786305

Re: ***Miguel Huerta Alvarez v. ASAS Group, Inc., et al.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Miguel Huerta Alvarez ("Mr. Alvarez" or "Employee") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employee's former employers, ASAS Group, Inc., a California corporation ("ASAS Group" or "Employers"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employee and potentially all of Employers' Aggrieved Employees.

Mr. Alvarez wishes to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of potentially all other persons who worked for ASAS Group in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employee").

Employee and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Mr. Alvarez's Employment with ASAS Group

ASAS Group is a restaurant. Employee worked as a server and butcher. Employee's primary job function was to serve guests and prepare food, among other tasks. In performing Employee's duties, Employee was regularly required to perform work (off-the-clock), without compensation, including but not limited to serve guests during his meal period. Due to understaffing and high workloads, Employee was also frequently deprived of an opportunity to take legally compliant meal and rest breaks, because the few meal and rest breaks he took were often cut short, interrupted or late.

Employers failed to provide Employee and other Aggrieved Employees with the meal and rest break premiums as required by the Labor Code, and Employee does not recall ever receiving any meal and rest break premiums. Additionally, Employee necessarily incurred business-related expenses, including but not limited using his cell phone for work-related communications and used his vehicle to perform his job duties, but Employers failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories the Employee asserts, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Mr. Alvarez is a resident of Tustin, California who worked for Employers in Orange County, California as an hourly-paid, non-exempt employee from approximately January 4, 2024 through January 31, 2025.

During Employee's employment for Employers, Employers paid Employee an hourly wage and classified Employee as non-exempt from overtime. Employers typically scheduled Employee to work at least four days in a workweek and at least eight hours per day, but Employee also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employee's employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employee with legally compliant meal periods, failed to authorize and permit Employee to take rest periods, failed to timely pay all final wages to Employee when Employers terminated Employee's employment, failed to furnish accurate wage statements to Employee, failed to indemnify Employee for business expenditures, and failed to timely produce Employee's requested employment records. As discussed below, Employee's experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

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

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

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

Throughout the statutory period, Employers failed to pay Employee and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employers at time required Employee and the Aggrieved Employees, or some of them, to work "off-the-clock," uncompensated, by, for example, requiring Employee and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. As just one example, Employers required Employee to continue serving guests during the graveyard shift, in lieu of taking a meal period, as there were no other coworkers to relieve Mr. Alvarez. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employers failed to properly calculate Employee's regular rate of pay when paying overtime, by failing to include all compensation in Employee's overtime calculations, including hours worked off-the-clock. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employee and the Aggrieved Employees, or some of them, worked.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, Employers at times wrongfully failed to provide Employee and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). For example, Employee was frequently deprived of an opportunity to take legally compliant meal breaks due to understaffing and high workloads.

Employers also continued to assert control over Employee and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform Employee of Employee's right to, nor permitted Employee to take, all of Employee's second meal periods when Employee worked at least ten hours of work in a workday and otherwise unlawfully pressured Employee to waive such breaks. Accordingly, Employers at times failed to provide meal periods to Employee and the Aggrieved Employees, or

some of them, in compliance with California law.

Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided. Employee does not recall ever receiving any meal and rest break premiums.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

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

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employee and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers' authorizing and permitting Employee to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted.

Instead, Employers at times continued to assert control over Employee and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or at times by denying Employee and the Aggrieved Employees, or some of them, permission to take a rest period. For example, at times, it was impossible for Employee to take rest breaks due to understaffing. Employee was the only server on duty, and he was unable to take any rest breaks.

Accordingly, Employers at times failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

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Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employee and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

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

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees, or some of them.

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

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Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail, to pay Employee and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Employers also violated, and continue to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employee and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee

and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

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

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Employee and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, Employee and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employee and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee. Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required Employee and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers including but not limited using his cell phone for work-related. For example, Employee's manager, Ali, would call Employee and ask him work related questions and request updates on restaurant supplies after regular working hours and on days off without any reimbursement. Employee and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Employee and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employee and the Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees, or some of them, for necessary business expenditures.

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Failure to Produce Requested Employment Records

Mr. Alvarez requested a copy of his personnel file, but Employer did not provide it. Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions.

Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, not just Employee, but also and the Aggrieved Employees, or some of them, have submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employee and Aggrieved Employees, or some of them, by virtue of Employers' time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices. Employers failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers' failure to relieve Employee and Aggrieved Employees, or some of them, of all duties and Employers' control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' meal periods, or

some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employee and Aggrieved Employees, or some of them. Employers' failure to keep "accurate and complete" payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.[1]

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit rest periods;
4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing at times to timely produce requested payroll records, timecards, and personnel records; and
10. Labor Code § 1174 by failing at times to keep accurate and complete payroll records.

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

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[1] See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

Employee has placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



Talar DerOhannessian, Esq.