

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Leslie Morales and Brianna Torres-Cervantes (“Plaintiffs”) and defendant Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1 **“Action”** means Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Leslie Morales, et al. v. Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services Inc.*, Case No. 25STCV16345, initiated on June 5, 2025, and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2 **“Administrator”** means Apex Class Action Administration LLC., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 **“Administration Expenses Payment”** means the amount the Administrator will be paid from the Gross Settlement Amount (“GSA”) to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 **“Aggrieved Employee”** means any of Defendant’s office workers who held the position of Accounting Associate 1, Accounting Associate 2, Administrative Assistant, Project Coordinator 1, Project Coordinator 2, or a functionally similar position, and who were employed by Defendant at its Pomona, California corporate campus during the PAGA Period.
- 1.5 **“Class”** means all of Defendant’s office workers who held the positions of Accounting Associate 1, Accounting Associate 2, Administrative Assistant, Project Coordinator 1, Project Coordinator 2, and functionally similar positions and who were employed by Defendant in its Pomona, California corporate campus during the Class Period.
- 1.6 **“Class Counsel”** means Andrew E. Hillier, Francis A. DiGiacco, and Hunter S. Matos of Harlan Hillier DiGiacco LLP.
- 1.7 **“Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment”** means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 **“Class Data”** means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods as defined below in Sections 1.31 and 1.44.
- 1.9 **“Class Member or Settlement Class Member”** means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an allegedly Aggrieved Employee).

- 1.10 **“Address Search”** means the Administrator’s investigation and search for current Class Member or allegedly Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members or allegedly Aggrieved Employees.
- 1.11 **“Class Notice”** means the court-approved notice of class action Settlement and hearing date for final court approval, to be mailed to Class Members, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 **“Class Period”** means the period from June 5, 2021, through the date of the Court’s Preliminary Approval of this Settlement.
- 1.13 **“Class Representatives”** means Plaintiffs Leslie Morales and Brianna Torres-Cervantes, the named Plaintiffs in the Operative Complaint, and who will seek Court approval to serve as class representatives.
- 1.14 **“Class Representative Service Payment”** means the payment to each Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 **“Court”** means the Superior Court of California, County of Los Angeles.
- 1.16 **“Defendant”** means Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services Inc.
- 1.17 **“Defense Counsel”** means Collin D. Cook and Aaron M. Cargain of Fisher Phillips LLP.
- 1.18 **“Effective Date”** means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment and no timely appeals have been filed; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur, and all further appellate rights have been extinguished.
- 1.19 **“Final Approval”** means the Court’s order granting final approval of the Settlement.
- 1.20 **“Final Approval Hearing”** means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 **“Gross Settlement Amount”** means Three Hundred Thousand Dollars (\$300,000.00), which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment.
- 1.22 **“Individual Class Payment”** means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23 **“Individual PAGA Payment”** means the allegedly Aggrieved Employee’s pro rata share of the thirty-five percent (35%) of the PAGA Penalties allocated to allegedly Aggrieved

Employees, calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

- 1.24 **“Judgment”** means the judgment entered by the Court based upon the Final Approval.
- 1.25 **“LWDA”** means the California Labor and Workforce Development Agency.
- 1.26 **“LWDA PAGA Payment”** means the sixty-five percent (65%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).
- 1.27 **“Net Settlement Amount”** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 **“Non-Participating Class Member”** means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29 **“Operative Complaint”** means the Second Amended Complaint filed in the Action on or about May 15, 2026, or any subsequently filed complaint by Plaintiffs.
- 1.30 **“PAGA Pay Period”** means any pay period during which an allegedly Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31 **“PAGA Period”** means the period from June 3, 2024, through the date of the Court’s Preliminary Approval of this Settlement.
- 1.32 **“PAGA”** means the Private Attorneys General Act (Cal. Lab. Code § 2698 et seq.).
- 1.33 **“PAGA Notice”** means Plaintiff Morales’ letter dated June 3, 2025, to Defendant and the LWDA, which provided notice pursuant to Labor Code section 2699.3, subdivision (a), as supplemented by Plaintiff Morales’ Amended PAGA Notification dated May 8, 2026, to Defendant and the LWDA.
- 1.34 **“PAGA Penalties”** means Ten Thousand Dollars (\$10,000.00), which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated thirty-five percent (35%) to the allegedly Aggrieved Employees (\$3,500.00) and sixty-five percent (65%) to the LWDA (\$6,500.00) in settlement of PAGA claims.
- 1.35 **“Participating Class Member”** means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 **“Plaintiffs”** means Leslie Morales and Brianna Torres-Cervantes, the named Plaintiffs in the Operative Complaint.
- 1.37 **“Preliminary Approval”** means the Court’s order granting preliminary approval of the Settlement.
- 1.38 **“Released Class Claims”** means the claims being released as described in Paragraph 5.2 below.

- 1.39 **“Released PAGA Claims”** means the claims being released as described in Paragraph 5.3 below.
- 1.40 **“Released Parties”** means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.41 **“Request for Exclusion”** means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42 **“Response Deadline”** means sixty (60) days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion; (b) fax, email, or mail objections to the Settlement; or (c) fax, email, or mail a challenge to the number of Workweeks or PAGA Pay Periods allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are re-sent after having been returned undeliverable to the Administrator shall have their deadline extended by an additional fourteen (14) calendar days beyond the Response Deadline.
- 1.43 **“Settlement”** means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44 **“Workweek”** means any week during which a Class Member worked for Defendant for at least one day during the Class Period. Class Members’ Workweeks shall be calculated to the nearest tenth of a full workweek. For example, if a Class Member worked one day within a Workweek, that day shall be counted as 0.20 of a Workweek.

2. RECITALS

- 2.1 On June 5, 2025, Plaintiff Leslie Morales commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) Violation of California Labor Code §§ 1182.12, 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (2) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (3) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Meal Periods); (4) Violation of California Labor Code § 226.7 (Failure to Provide Rest Periods); (5) Violation of California Labor Code §§ 226(a), 1174(d) and 1198 (Non-Compliant Wage Statements and Failure to Maintain Records); (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination); (7) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses); (8) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*; and (9) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices).
- 2.2 On September 29, 2025, Plaintiff Morales filed a First Amended Complaint.
- 2.3 On or about May 15, 2026, Plaintiffs filed the Operative Complaint, which added Brianna Torres-Cervantes as a named Plaintiff and Class Representative. Defendant denies the allegations in the Operative Complaint and all prior iterations of Plaintiffs’ Complaint, denies any failure to comply with the laws identified in the Operative Complaint or any prior iteration of Plaintiffs’ Complaint, and denies any and all liability for the causes of action alleged.
- 2.4 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff Morales gave timely written notice to Defendant and the LWDA by sending the original PAGA Notice on June 3, 2025.

and subsequently submitted an Amended PAGA Notification dated May 8, 2026 to clarify the applicable Industrial Welfare Commission Wage Order and to add violations of California Labor Code section 2802. The applicable statutory waiting periods under Labor Code section 2699.3, subdivision (a), have run as to all violations alleged.

- 2.5 On March 19, 2026, the Parties participated in a full-day mediation presided over by Jonathan D. Andrews, Esq., an experienced wage and hour mediator, which led to this Agreement. The material terms of the Settlement were memorialized in a Memorandum of Understanding executed on March 20, 2026.
- 2.6 Before mediation, Plaintiffs obtained, through informal discovery: Plaintiff Morales' timecards, wage statements, and personnel file; timecards for a random sampling of twenty percent (20%) of class members; wage statements for a random sampling of twenty percent (20%) of class members; Defendant's corporate policies relating to timekeeping, payment of overtime compensation, non-discretionary bonuses, meal and rest periods, and reimbursement of incurred employee expenses; an accounting of employees during the Class Period and PAGA Period; and an accounting of workweeks during the Class Period and PAGA Period. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.7 The Court has not granted class certification.
- 2.8 The Parties, Class Counsel and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1 **Gross Settlement Amount.** Defendant promises to pay Three Hundred Thousand Dollars (\$300,000.00) and no more as the Gross Settlement Amount, and to separately pay all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or payroll taxes on the Gross Settlement Amount) before the deadline stated in Paragraph 4.2. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or allegedly Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 **To Plaintiffs.** A Class Representative Service Payment to each Plaintiff of not more than Five Thousand Dollars (\$5,000.00) per Plaintiff (in addition to any Individual Class Payment, and to any Individual PAGA Payment Plaintiff Morales is entitled to receive). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. As part of the Motion for Final Approval, Plaintiffs will seek Court approval for the Class Representative Service Payments. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay each

Class Representative Service Payment using IRS Form 1099. Each Plaintiff assumes full responsibility and liability for taxes owed on her Class Representative Service Payment. In exchange for her Class Representative Service Payment, each Plaintiff will execute the general release set forth in Paragraph 5.1 below, including a waiver of rights under California Civil Code section 1542.

- 3.2.2 **To Class Counsel.** A Class Counsel Fees Payment of not more than thirty-three and one-third percent (33.33%) of the Gross Settlement Amount, which is currently estimated to be One Hundred Thousand Dollars (\$100,000.00), and a Class Counsel Litigation Expenses Payment of not more than Sixteen Thousand Dollars (\$16,000.00). Defendant will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiffs and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Harlan Hillier DiGiacco LLP confirms that it has reached agreements with Lawyers for Employment and Consumer Rights APC regarding how the Class Counsel Fees Payment will be apportioned among attorneys who have worked on this matter. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- 3.2.3 **To the Administrator.** An Administration Expenses Payment not to exceed Three Thousand Nine Hundred and Ninety Dollars (\$3,990.00) except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than Three Thousand Nine Hundred and Ninety Dollars (\$3,990.00), the remainder will be allocated to the Net Settlement Amount.
- 3.2.4 **To Each Participating Class Member.** An Individual Class Payment, which the Administrator shall calculate by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks.
- 3.2.4.1 **Tax Allocation of Individual Class Payments.** Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

- 3.2.4.2 **Effect of Non-Participating Class Members on Calculation of Individual Class Payments.** Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5 **To the LWDA and Allegedly Aggrieved Employees.** PAGA Penalties in the amount of Ten Thousand Dollars (\$10,000.00) to be paid from the Gross Settlement Amount, with sixty-five percent (65%) (\$6,500.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) (\$3,500.00) allocated to the Individual PAGA Payments.
- 3.2.5.1 **Calculation of Individual PAGA Payments.** The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the allegedly Aggrieved Employees' thirty-five percent (35%) share of PAGA Penalties (\$3,500.00) by the total number of PAGA Pay Periods worked by all allegedly Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each allegedly Aggrieved Employee's PAGA Pay Periods. Allegedly Aggrieved Employees' PAGA Pay Periods shall be calculated to the nearest tenth of a full workweek given Defendant paid employees on a weekly basis during the PAGA Period. For example, if an allegedly Aggrieved Employees worked one day within a Pay Period, that day shall be counted as 0.20 of a Pay Period. The allegedly Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each allegedly Aggrieved Employee's Individual PAGA Payment will be reported on IRS 1099 Forms as penalties and interest.
- 3.2.5.2 **Reduction of PAGA Penalties.** If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS

- 4.1 **Class Size Estimates.** Based on a review of its records as of March 19, 2026, the date of mediation, Defendant estimates there are approximately eighty-eight (88) Class Members who collectively worked a total of approximately two thousand seven hundred sixty-two (2,762) Workweeks during the Class Period (June 5, 2021 through March 19, 2026), and approximately sixty-three (63) allegedly Aggrieved Employees who worked a total of approximately three thousand two (3,002) PAGA Pay Periods during the PAGA Period.
- 4.1.1 **Escalator Clause.** If the actual number of PAGA Pay Periods during the PAGA Period exceeds three thousand three hundred two (3,302) (which is ten percent (10%) above the estimate of 3,002), then the Gross Settlement Amount shall be increased proportionately for each additional PAGA Pay Period. Alternatively, at Defendant's sole election to be made before the Class Notice is mailed, the Class Period and PAGA Period shall be redefined to end on the date that the PAGA Pay Periods reach 3,302 PAGA Pay Periods.
- 4.2 **Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than forty-five (45) calendar days after the Court's Order Granting Final Approval of the Settlement. In the event an appeal is filed, Settlement funds will be due within thirty (30) calendar days of the resolution of the appeal

and extinguishment of all rights to further appeal, presuming that the appeal upholds the Settlement.

- 4.3 **Payments from the Gross Settlement Amount.** Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.3.1 **Mailing of Checks.** The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and allegedly Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all allegedly Aggrieved Employees including Non-Participating Class Members who qualify as allegedly Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members who are also allegedly Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.2 **Address Search and Re-mailing.** The Administrator must conduct an Address Search for all Class Members and allegedly Aggrieved Employees whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Class Members or allegedly Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or allegedly Aggrieved Employee whose original check was lost or misplaced, as requested by the Class Member or allegedly Aggrieved Employee before the void date.
- 4.3.3 **Uncashed Checks.** For any Class Member or allegedly Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California State Controller's Office Unclaimed Property Fund in the name of the Class Member or allegedly Aggrieved Employee. This treatment of uncashed PAGA Payment checks satisfies Code of Civil Procedure section 384, subdivision (b), as no "unpaid residue" shall remain.
- 4.3.4 **No Additional Benefits.** The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members or allegedly Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and allegedly Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1 **Plaintiffs' Release.** In exchange for the Class Representative Service Payments, each Plaintiff and her respective former and present representatives, agents, attorneys, administrators, successors and assigns, releases and discharges the Released Parties from any and all claims, actions, charges, complaints, transactions, occurrences, and causes of action, of any nature whatsoever, arising at any time on or before the date of this Agreement's execution, whether known or unknown, that arose out of or are in any way connected with each Plaintiff's employment with Defendant or the cessation thereof, including but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and the PAGA Notice; (c) claims under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the California Family Rights Act, and any other federal, state, or local statute, ordinance, regulation, or common law theory relating to employment; (d) claims for wrongful termination, breach of contract, breach of the implied covenant of good faith and fair dealing, intentional or negligent infliction of emotional distress, defamation, invasion of privacy, fraud, negligent misrepresentation, or any other tort; and (e) claims for any wages, overtime, premium pay, penalties, interest, or any other compensation alleged to be owed ("Plaintiffs' Release"). Plaintiffs' Release does not extend to: (i) any claims or actions to enforce this Agreement; (ii) any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits; (iii) any claims that may not be released by law, including but not limited to claims under California Labor Code section 2699 that are not properly released through this Settlement, any claims for wages earned that may not be waived pursuant to California Labor Code section 206.5, any claims that may not be released under Code of Civil Procedure section 1001 without the specific procedural protections required by that statute, which protections have not been afforded here, and claims that arose after the date of this Agreement's execution. Each Plaintiff acknowledges that she may discover facts or law different from, or in addition to, the facts or law that she now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or her discovery of them.
- 5.1.1 **Plaintiffs' Waiver of Rights Under Civil Code Section 1542.** For purposes of Plaintiffs' Release, each Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- 5.2 **Release by Participating Class Members.** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period, including: (a) any and all claims involving any alleged failure to pay minimum wages in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198; (b) any and all claims involving any alleged failure to pay overtime wages at the regular rate of pay in violation of California Labor Code sections 510 and 1198; (c) any and all claims involving any alleged failure to provide meal periods in violation of California Labor Code sections 226.7, 512(a), and 1198 or to pay meal period premiums at the regular rate of pay in lieu thereof; (d) any and all claims involving any alleged failure to provide rest periods in violation of California Labor Code sections 226.7 and 1198 or to pay rest period premiums at the regular rate of pay in lieu thereof; (e) any and all claims involving any alleged failure to provide accurate and complete itemized wage statements or maintain accurate records in violation of California Labor Code sections 226(a), 1174(d), and 1198; (f) any and all claims involving any alleged failure to timely pay wages during employment in violation of California Labor Code section 204; (g) any and all claims involving any alleged failure to timely pay all wages owed upon termination of employment in violation of California Labor Code sections 201, 202, and 203; (h) any and all claims involving any alleged failure to reimburse necessary business expenses in violation of California Labor Code section 2802; (i) any and all claims for unlawful or unfair business practices under California Business & Professions Code sections 17200, *et seq.*, based on any of the foregoing; and (j) any and all claims for liquidated damages, statutory damages, premium pay, penalties, interest, fees, and costs based on any of the foregoing. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
- 5.3 **Release by Allegedly Aggrieved Employees.** All allegedly Aggrieved Employees, including Non-Participating Class Members who are allegedly Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period, including but not limited to claims for civil penalties under California Labor Code sections 2698, *et seq.*, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1199, and 2802, and for any alleged violations of the applicable Industrial Welfare Commission Wage Order, including Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040). The release of PAGA claims is binding on all allegedly Aggrieved Employees, including those who submit a valid Request for Exclusion from the class portion of the Settlement, as PAGA claims may not be released individually.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 6.1 **Defendant's Declaration in Support of Preliminary Approval.** Within fourteen (14) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from Defendant disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In its declaration, Defendant shall aver whether it is aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 **Plaintiffs' Responsibilities.** Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (l)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), and this Agreement (Lab. Code, § 2699, subd. (l)(2))); and (vii) a redlined version of this Agreement showing all modifications made to the Los Angeles Superior Court's Model Class Action and PAGA Settlement Agreement. In their declarations, Plaintiffs and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.3 **Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement, or no later than June 15, 2026, whichever is earlier; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel shall transmit a copy of this Agreement to the LWDA concurrently with the filing of the Motion for Preliminary Approval, in compliance with Labor Code section 2699, subdivision (l)(2). Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. At least seven (7) days before any document necessary for obtaining Preliminary Approval is filed, Class Counsel will provide such document(s) to Defense Counsel for review.
- 6.4 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together by meeting in person, by videoconference, or by telephone and in good faith to modify the Agreement and otherwise satisfy the Court's

concerns. Any disputes between the Parties concerning the preparation of any documents required to effectuate this Agreement shall be resolved by Jonathan D. Andrews, Esq.

7. SETTLEMENT ADMINISTRATION

- 7.1 **Selection of Administrator.** The Parties have jointly selected Apex Class Action Administration LLC. to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration LLC. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.
- 7.4 **Notice to Class Members.**
- 7.4.1 **Class Data.** Not later than fifteen (15) days after the Court grants Preliminary Approval, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, allegedly Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.
- 7.4.2 **Mailing of Class Notice.** Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and Individual PAGA Payment (if applicable) payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 **Re-mailing of Returned Notices.** Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct an Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 **Extended Deadlines for Re-mailed Notices.** The deadline for Class Members' written objections, challenges to Workweeks and PAGA Pay Periods, and Requests for Exclusion will be extended for Class Members whose notices are re-mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional fourteen (14) calendar days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 **Persons Believed to Be Class Members.** If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.
- 7.5 **Requests for Exclusion (Opt-Outs).**
- 7.5.1 **Submission Procedure.** Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 **Validity of Requests.** The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 **Effect of No Request for Exclusion.** Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the

Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- 7.5.4 **Effect of Valid Request for Exclusion.** Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are allegedly Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6 **Challenges to Calculation of Workweeks and PAGA Pay Periods.** Each Class Member shall have until the Response Deadline to challenge the number of Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks and PAGA Pay Periods. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Workweeks and PAGA Pay Periods is final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and PAGA Pay Periods and the Administrator's determination of the challenges.
- 7.7 **Objections to Settlement.**
- 7.7.1 **Right to Object.** Only Participating Class Members may object to the class action components of the Settlement and this Agreement, including contesting the fairness of the Settlement and the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payments.
- 7.7.2 **Manner of Objection.** Participating Class Members may send written objections to the Administrator, by fax, email, or mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.
- 7.7.3 **Non-Participating Class Members.** Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 **Administrator Duties.** The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.
- 7.8.1 **Website, Email Address and Toll-Free Number.** The Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion

for Final Approval, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 7.8.2 **Requests for Exclusion (Opt-outs) and Exclusion List.** The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).
- 7.8.3 **Weekly Reports.** The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 **Administrator’s Declaration.** Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.5 **Final Report by Settlement Administrator.** Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. DEFENDANT’S RIGHT TO WITHDRAW

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement

Administration Expenses incurred to that point. In no event shall Defendant's liability exceed the quote provided by the Settlement Administrator. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. MOTION FOR FINAL APPROVAL

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval that includes a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (I), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 9.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.4 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.
- 9.5 **Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment.** If the appellate court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to

obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT

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

11. ADDITIONAL PROVISIONS

- 11.1 **No Admission of Liability.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If for any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class or subclass for any reason. Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 11.2 **Confidentiality.** The Parties agree that this Settlement Agreement shall be confidential (except for purposes of enforcement). The Parties agree that no Party will issue any press release or other public or non-public representation regarding the Settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. Plaintiffs and their counsel further agree that they have not and will not publish any information related to the Settlement. In response to any inquiries Plaintiffs will state that "the case was resolved confidentially." Plaintiffs' counsel shall not report the Settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs, the Class Members, or allegedly Aggrieved Employees, as defined. Plaintiffs' counsel shall not publish any information related to this Settlement on their website, and shall not contact any reporters or media regarding the Settlement. However, Plaintiffs' attorneys are authorized to make a limited disclosure to the Court and the State Labor and Workforce Development Agency for the purposes of obtaining approval of the Settlement. This disclosure is limited to court filings and neither Plaintiffs, nor their counsel, nor their representatives are permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Such confidentiality provisions shall remain in force following Preliminary Approval as well, with the following exceptions: (a) the Class Administrator may take steps reasonably necessary to perform Class Administration Duties; (b) Class Counsel and Plaintiffs may take reasonably necessary steps to perform their duties as such; and (c) Class Counsel may list or disclose this Action and Settlement as among their handled cases in court filings or motions only, but may not disclose the terms of the Settlement on any firm publication or other public media.

- 11.3 **No Solicitation.** The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.4 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 11.5 **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6 **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts in good faith to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of mediator Jonathan D. Andrews, Esq. or the Court for resolution.
- 11.7 **No Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 11.8 **No Tax Advice.** Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9 **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.
- 11.10 **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.
- 11.12 **Cooperation in Drafting.** The Parties have cooperated in drafting and preparing this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 11.13 **Confidentiality.** To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14 **Use and Return of Class Data.** Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant unless, before the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 11.15 **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.16 **Calendar Days.** Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.17 **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Francis A. DiGiacco
Andrew E. Hillier
Hunter S. Matos
Harlan Hillier DiGiacco LLP
701 Island Ave., Second Floor
San Diego, CA 92101
frankie@hhdlaw.com
andrew@hhdlaw.com
hunter@hhdlaw.com

To Defendants:

Collin D. Cook
Aaron M. Cargain
Fisher & Phillips LLP
One Montgomery Street, Suite 3400
San Francisco, California 94104
ccook@fisherphillips.com
acargain@fisherphillips.com

- 11.18 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.19 **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that

upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties hereto and their counsel have executed this Agreement as of the dates set forth below.

For Plaintiff Leslie Morales:

Dated: 05 / 21 / 2026



LESLIE MORALES

For Plaintiff Brianna Torres-Cervantes:

Dated: 05 / 21 / 2026



BRIANNA TORRES-CERVANTES

For Defendant Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services Inc.:

Dated: 06/01/2026


[Hal Hargrave \(Jun 1, 2026 18:33:31 PDT\)](#)

By: Hal Hargrave
Title: CEO

APPROVED AS TO FORM:

For Plaintiffs:

Dated: May 21, 2026

HARLAN HILLIER DIGIACCO LLP

By: _____
Andrew E. Hillier
Attorneys for Plaintiffs

For Defendant:

Dated: June 2, 2026

Fisher & Phillips LLP
By: 

Collin D. Cook
Aaron M. Cargain
Attorneys for Defendant

EXHIBIT A

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

Leslie Morales, et al. v. Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services Inc.,
Superior Court of the State of California, County of Los Angeles, Case No. 25STCV16345

The Superior Court for the State of California authorized this Notice. Read it carefully!
This is not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by former Defendant employee Leslie Morales and former Defendant employee Brianna Torres-Cervantes (“Plaintiffs”). Through the Action, Plaintiffs seek payment of: (1) back wages and other relief for a class of office workers (“Class Members”) who worked for Defendant during the Class Period (June 5, 2021, through the date of preliminary approval); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all office workers who worked for Defendant during the PAGA Period (June 3, 2024, through the date of preliminary approval) (“Aggrieved Employees”). Plaintiffs and Defendant have reached a settlement in principle that is pending final approval by the Court (“Settlement”). Defendant denies violating any laws or failing to pay any wages, contends it complied with all applicable laws, and in reaching the settlement does not admit any liability. Key terms of the Settlement as to how it pertains to you and your rights are outlined below.

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 penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the parties’ current assumptions, **your individual class payment is estimated to be \$_____ (less withholding) and your individual PAGA payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your individual PAGA payment, then according to Defendant’s records you are not eligible for an individual PAGA payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks during the Class Period and you worked _____ pay periods during the PAGA Period.** If you believe that you worked more workweeks or pay periods, you can submit a challenge by the deadline date. See Section IV of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the final approval hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ 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 allegedly Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

(1) Do Nothing. You do not have to do anything to participate in the proposed Settlement and be eligible for an individual class payment and/or an individual PAGA payment. As a participating class member, though, you will give up your right to assert Class Period wage claims against Defendant.

(2) Opt-Out of the Class Settlement. You can exclude yourself from the class Settlement (opt-out) by submitting a written request for exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an individual class payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. If you are an allegedly Aggrieved Employee, you will remain eligible for an individual PAGA payment. Under governing law, you cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to your involvement in the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an individual class payment and an individual PAGA payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (“Released Claims”).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you do not want to fully participate in the proposed Settlement, you can opt-out of the class Settlement by sending the Administrator a written request for exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an individual class payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section VI of this notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay individual PAGA payments to all allegedly Aggrieved Employees, and the allegedly Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or

Written Objections Must be Submitted by _____	Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VII of this notice.
You Can Participate in the Final Approval Hearing	The Court's final approval hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform (LACourtConnect). Participating Class Members can verbally object to the Settlement at the final approval hearing. See Section VIII of this notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your individual class payment and individual PAGA payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this notice. If you disagree with these numbers, you must challenge them by _____. See Section IV of this notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiff Leslie Morales is a former Defendant employee. Plaintiff Brianna Torres-Cervantes was also employed by Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, and reimbursable business expenses, and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff Morales has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, *et seq.*). Plaintiffs are represented by attorneys Andrew E. Hillier, Francis A. DiGiacco, and Jordon R. Harlan of Harlan Hillier DiGiacco LLP ("Class Counsel"). Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator (Jonathan D. Andrews, Esq.) in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's final approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair,

reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

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

1. Defendant Will Pay \$300,000.00 as the Gross Settlement Amount (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the individual class payments, individual PAGA payments, class representative service payments, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, Defendant will fund the Gross Settlement not more than forty-five (45) days after the judgment entered by the Court becomes final. The judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed Settlement or the judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court:

A. Up to \$100,000.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$16,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$5,000.00 to each Plaintiff (Leslie Morales and Brianna Torres-Cervantes) as a class representative service payment for filing the Action, working with Class Counsel and representing the Class. The class representative service payments will be the only monies Plaintiffs will receive other than their individual class payments and any individual PAGA payment.

C. Up to \$3,990.00 to the Administrator for services administering the Settlement.

D. \$10,000.00 for PAGA penalties, allocated 65% (\$6,500.00) to the LWDA and 35% (\$3,500.00) to individual PAGA payments to allegedly Aggrieved Employees based on their pay periods during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making individual class payments to Participating Class Members based on their Class Period workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 10% of each individual class payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be

reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The individual PAGA payments are counted as penalties rather than wages for tax purposes. The Administrator will report the individual PAGA payments and the Non-Wage Portions of the individual class payments on IRS 1099 Forms. Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for individual class payments and individual PAGA payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Office Unclaimed Property Fund in your name. You should consult the rules of the fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed request for exclusion by the response deadline. The request for exclusion should be a letter from the Class Member or Class Member's representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Class Members who opt out will not receive individual class payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who opt out of the class Settlement remain eligible for individual PAGA payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

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

8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration LLC. (the "Administrator"), to send this notice, calculate and make payments, and process Class Members' requests for exclusion. The Administrator will also decide Class Member challenges over Workweeks and PAGA Pay Periods, mail and re-mail Settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section IX of this notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the class Settlement, you cannot sue, continue to sue or be

part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period, including: (a) any and all claims involving any alleged failure to pay minimum wages in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198; (b) any and all claims involving any alleged failure to pay overtime wages at the regular rate of pay in violation of California Labor Code sections 510 and 1198; (c) any and all claims involving any alleged failure to provide meal periods in violation of California Labor Code sections 226.7, 512(a), and 1198 or to pay meal period premiums at the regular rate of pay in lieu thereof; (d) any and all claims involving any alleged failure to provide rest periods in violation of California Labor Code sections 226.7 and 1198 or to pay rest period premiums at the regular rate of pay in lieu thereof; (e) any and all claims involving any alleged failure to provide accurate and complete itemized wage statements or maintain accurate records in violation of California Labor Code sections 226(a), 1174(d), and 1198; (f) any and all claims involving any alleged failure to timely pay wages during employment in violation of California Labor Code section 204; (g) any and all claims involving any alleged failure to timely pay all wages owed upon termination of employment in violation of California Labor Code sections 201, 202, and 203; (h) any and all claims involving any alleged failure to reimburse necessary business expenses in violation of California Labor Code section 2802; (i) any and all claims for unlawful or unfair business practices under California Business & Professions Code sections 17200, *et seq.*, based on any of the foregoing; and (j) any and all claims for liquidated damages, statutory damages, premium pay, penalties, interest, fees, and costs based on any of the foregoing. Except as set forth in Paragraph 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Allegedly Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all allegedly Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all allegedly Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The allegedly Aggrieved Employees' Release is as follows:

All allegedly Aggrieved Employees, including Non-Participating Class Members who are allegedly Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period. The statutory claims for PAGA penalties are based on the alleged violations referenced in the preceding section concerning the released claims. The PAGA claims to be released include, but are not limited to claims for civil penalties under California Labor Code sections 2698, *et seq.*, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1199, and 2802, and for any alleged violations of the applicable Industrial Welfare Commission Wage Order, including Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040). The release of PAGA claims is binding on all allegedly Aggrieved Employees, including those who submit a valid Request for Exclusion from the class portion of the Settlement, as PAGA claims may not be released individually.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

2. Individual PAGA Payments. The Administrator will calculate individual PAGA payments by (a) dividing \$3,500.00 by the total number of PAGA Period pay periods worked by all allegedly Aggrieved Employees; and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual allegedly Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Workweeks and PAGA Pay Periods you worked, as recorded in Defendant's records, is stated in the first page of this notice. You have until _____ to challenge the numbers credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail or email. Section IX of this notice has the Administrator's contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also

qualify as allegedly Aggrieved Employees. The single check will combine the individual class payment and the individual PAGA payment (if any).

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single individual PAGA payment check to every allegedly Aggrieved Employee who opts out of the class Settlement.

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

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

To opt out of the class action Settlement, submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Leslie Morales, et al. v. Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services Inc.*, Case No. 25STCV16345, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. You must send your request to be excluded to the Administrator by _____, or it will be invalid. Section IX of the notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) court days before the final approval hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as class representative service payments. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website.

A Participating Class Member who disagrees with any aspect of the Settlement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is _____. Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action (*Leslie Morales, et al. v. Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services Inc.*, Case No. 25STCV16345) and include your name, current address, telephone number and approximate dates of employment for Defendant and sign the objection. Section IX of this notice has the Administrator's contact information.

A Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the final approval hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this notice (immediately below) for specifics regarding the final approval hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the final approval hearing on _____ at _____ in Department [_____] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the hearing, the judge will decide whether to grant final approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs and the Administrator. The Court will invite comment from objectors, Class Counsel and defense counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information. It is possible the Court will reschedule the final approval hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the final approval hearing.

IX. HOW CAN I GET MORE INFORMATION?

The Settlement agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Settlement agreement, the judgment or any other Settlement documents is telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Action, Case No. 25STCV16345. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:

Francis A. DiGiacco
Andrew E. Hillier
Hunter S. Matos
Harlan Hillier DiGiacco LLP
701 Island Ave., Second Floor
San Diego, CA 92101
frankie@hhdlaw.com
andrew@hhdlaw.com
hunter@hhdlaw.com

Settlement Administrator:

Apex Class Action Administration LLC
18 Technology Drive, Suite 154
Irvine, CA 92618
Telephone: 800-355-0700
Email: info@apexclassaction.com

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

XI. WHAT IF I CHANGE MY ADDRESS?

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

Title	Morales/Cervantes - Long Form Settlement Agreement - ...
File name	Morales%20-%20Lon...t%20-%20Final.pdf
Document ID	1268c875535bea1961bba30f19dd723256bef956
Audit trail date format	MM / DD / YYYY
Status	● Signed

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Document History



SENT

05 / 21 / 2026

17:15:19 UTC

Sent for signature to Leslie Morales (lesliemorales0110@gmail.com) and Brianna Torres-Cervantes (briannatc65@gmail.com) by services@clio.com acting on behalf of hunter@hhdllaw.com
IP: 98.171.134.93



VIEWED

05 / 21 / 2026

17:18:31 UTC

Viewed by Brianna Torres-Cervantes (briannatc65@gmail.com)
IP: 76.171.91.12



VIEWED

05 / 21 / 2026

17:23:02 UTC

Viewed by Leslie Morales (lesliemorales0110@gmail.com)
IP: 172.58.210.17



SIGNED

05 / 22 / 2026

00:50:31 UTC

Signed by Leslie Morales (lesliemorales0110@gmail.com)
IP: 172.56.179.85



SIGNED

05 / 22 / 2026

01:55:12 UTC

Signed by Brianna Torres-Cervantes (briannatc65@gmail.com)
IP: 76.171.91.12

05 / 22 / 2026

01:55:12 UTC

The document has been completed.

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Document ID	1268c875535bea1961bba30f19dd723256bef956
Audit trail date format	MM / DD / YYYY
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