Jordon R. Harlan (SBN 273978)
jordon@hhdlaw.com
Andrew E. Hillier (SBN 295779)
andrew@hhdlaw.com
Francis A. DiGiacco (SBN 265625)
frankie@hhdlaw.com
Hunter S. Matos (SBN 358380)
hunter@hhdlaw.com
HARLAN HILLIER DIGIACCO LLP
701 Island Ave., Second Floor
San Diego, CA 92101
Tel. (619) 330-5120
Fax. (619) 839-3895

Colette N. Mahon (SBN 304745)
cmahon@lfecr.com
LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS APC
3500 West Olive Ave., Third Floor
Burbank, CA 91505
Tel. (844) 619-7541
Fax. (323) 306-5571

Attorneys for Plaintiffs, similarly situated individuals, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LESLIE MORALES, individually, and on behalf of other members of the general public similarly situated, BRIANNA TORRES-CERVANTES, individually, and on behalf of other members of the general public similarly situated, and as aggrieved employees pursuant to the Private Attorneys General Act ("PAGA"); Plaintiffs, v. HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES INC., a California Corporation; and DOES 1 through 10, inclusive, Defendants.	Case No: 25STCV16345 Hon. Timothy P. Dillon Dept. 15 **DECLARATION OF ANDREW E. HILLIER IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** DATE: February 10, 2027 TIME: 10:00 a.m. Action Filed: June 5, 2025 Trial Date: None set

I, Andrew E. Hillier, declare as follows:

1. I am an attorney licensed to practice before all courts of the State of California and a managing partner of Harlan Hillier DiGiacco LLP ("HHD"), counsel of record for Plaintiffs Leslie Morales and Brianna Torres-Cervantes ("Plaintiffs") in this Action. I have personal knowledge of the facts stated in this declaration, except where stated on information provided by Defendant, and as to those facts I believe them to be true. If called as a witness, I could and would testify competently to them.

2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. Capitalized terms not defined here have the meanings given in the Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Agreement"). Defendant Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services Inc. is referred to as "Defendant."

EXPERIENCE AND COMPETENCY OF CLASS COUNSEL

3. I graduated from the University of San Diego School of Law in 2013 and was admitted to practice in California that same year. I began my practice as an associate attorney at Damiani Law Group, where I represented plaintiffs in employment matters. I then founded Hillier Law, where I served as managing partner; that firm became Hillier DiGiacco LLP and is now HHD. I have been a managing partner of the firm since 2021. Since 2016, my practice has focused solely on representing employees in single-plaintiff, representative, and class actions, and I have litigated dozens of representative actions, including class actions and PAGA actions.

4. HHD is a San Diego law firm whose practice consists principally of representing employees in individual, representative, and class actions under the California Labor Code, including actions under the Private Attorneys General Act ("PAGA"). The HHD attorneys who have worked on this Action are Hunter S. Matos and me. Hunter S. Matos is an associate attorney at HHD.

5. Courts have approved HHD, including under its former name Hillier DiGiacco LLP, to act as class counsel or co-class counsel in the following matters: (a) *Dharni v. Dentsu McGarry Bowen LLC, et al.*, San Francisco County Superior Court Case No. CGC-21-590170 (Hon. Ethan P.

Schulman; April 14, 2023); (b) *Gallegos v. Children's Institute, Inc.*, Los Angeles County Superior Court Lead Case No. 21STCV19276 (Hon. Elihu M. Berle; October 2, 2023); (c) *Ruble v. Reborn Cabinets, Inc.*, Los Angeles County Superior Court Case No. 21STCV31721 (Hon. Kenneth R. Freeman; October 17, 2024); and (d) *Perez v. Container Supply Co., Inc.*, Orange County Superior Court Case No. 30-2022-01243344-CU-OE-CXC, in which the court provisionally appointed me as Class Counsel on July 28, 2026.

6. HHD is competent to represent the Class and the allegedly Aggrieved Employees. Neither HHD nor I have any interest that conflicts with the interests of any Class Member. HHD has no financial relationship with the proposed Administrator, Apex Class Action LLC, other than having engaged it as settlement administrator in prior matters, and receives no referral fee or other compensation from it. The experience and qualifications of co-counsel Lawyers for Employee and Consumer Rights APC ("LFECR") are described in the Declaration of Colette N. Mahon.

PROCEDURAL HISTORY

7. Plaintiff Morales was referred to HHD by LFECR. Before filing suit, Class Counsel interviewed Plaintiff Morales and reviewed her earnings statements, her payroll records for 2022 through 2024, and the personnel file that Defendant produced for her in response to her records request. Those records reflect that Defendant classified Plaintiff Morales's Project Coordinator position as exempt and paid her a fixed salary without recording her hours.

8. On June 3, 2025, my office submitted Plaintiff Morales's notice of the alleged Labor Code violations to the Labor and Workforce Development Agency ("LWDA") through its online filing system, paid the filing fee, and served the notice on Defendant. The LWDA assigned the matter Case No. LWDA-CM-1102760-25. A true and correct copy of the notice is attached as **Exhibit 3**. The LWDA's online case record for Case No. LWDA-CM-1102760-25 shows the notice as submitted on June 3, 2025 at 3:56 p.m., although the letter itself bears the date June 5, 2025. A true and correct copy of that case record, printed from the LWDA's PAGA case search on November 18, 2026, is attached as Exhibit 4. It also lists each later submission in the matter described in paragraphs 12 and 14 below.

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9. Plaintiff Morales filed this Action on June 5, 2025. The original Complaint alleged class claims for unpaid minimum wages, unpaid overtime, meal and rest period violations, non-compliant wage statements and failure to maintain records, waiting-time penalties, unreimbursed business expenses under Labor Code section 2802, and unfair business practices. Defendant answered the Complaint on September 22, 2025.

10. After the LWDA's 65-day review period on the June 2025 notice expired without notice from the agency of an intent to investigate, Plaintiff Morales filed a First Amended Complaint adding a cause of action for civil penalties under PAGA. By stipulation and order, the First Amended Complaint was deemed filed as of September 29, 2025. A true and correct copy of the stipulation and order is attached as **Exhibit 6**.

11. Following the filing of the First Amended Complaint, the Parties agreed to mediate before conducting formal discovery.

12. On May 8, 2026, my office submitted an Amended PAGA Notification to the LWDA in the same LWDA matter (LWDA-CM-1102760-25) and served it on Defendant. The Amended PAGA Notification supplemented the original notice to correct the applicable Industrial Welfare Commission Wage Order (from Wage Order No. 16 to Wage Order No. 4) and to add violations of Labor Code section 2802 based on Defendant's failure to reimburse employees for the work use of their personal cell phones. A true and correct copy is attached as **Exhibit 5**. The 65-day period following the Amended PAGA Notification expired on July 12, 2026. My office has received no notice from the LWDA of an intent to investigate the violations described in either the original notice or the Amended PAGA Notification.

13. As a term of the Parties' settlement, Plaintiffs agreed to file a Second Amended Complaint adding Brianna Torres-Cervantes as a named Plaintiff and proposed Class Representative and conforming the class definition and the PAGA cause of action. The Parties stipulated on May 14, 2026 to Plaintiffs' filing of the Second Amended Complaint, and on May 22, 2026 the Court granted leave and ordered that the Second Amended Complaint be filed as a stand-alone document. Plaintiffs filed the Second Amended Complaint on August 28, 2026 and served it on Defendant on September 21, 2026. The Second Amended Complaint is the Operative Complaint

under Paragraph 1.29 of the Agreement and pleads the section 2802 violations in support of both the class claims and the PAGA claim. A true and correct copy of the stipulation and the Court's May 22, 2026 order is attached as **Exhibit 7**. Under Paragraph 11.19 of the Agreement, the litigation has been stayed since the Agreement was executed, except to effectuate the Settlement.

14. On August 24, 2026, my office submitted the First Amended Complaint and the Second Amended Complaint, with the Court's May 22, 2026 order, to the LWDA, and on November 17, 2026, submitted the conformed, file-stamped Second Amended Complaint. True and correct copies of the LWDA's confirmations are attached as **Exhibit 8**. On August 27, 2026, my office submitted the executed Settlement Agreement to the LWDA, and the LWDA confirmed that the proposed settlement was processed in Case No. LWDA-CM-1102760-25. Each of these submissions also appears on the LWDA's case record. (Ex. 4.) On November 18, 2026, before filing this Motion, my office submitted the Motion and its supporting papers to the LWDA. True and correct copies of the LWDA's confirmations of the August 27, 2026 and November 18, 2026 submissions are attached as Exhibit 9.

INFORMAL DISCOVERY AND INVESTIGATION

15. In advance of mediation, Plaintiffs requested class-wide data from Defendant and a 40 percent sample of time and payroll records selected by alphabetizing the class list by last name and taking every other employee. Defendant objected to identifying Class Members before settlement and instead produced a 20 percent sequential, anonymized sample of payroll records. Defendant also produced its Employee Handbook and exemplar wage statements, and confirmed that no time records exist for the Class Period or PAGA Period because the employees at issue were paid on a salary basis. Paragraph 2.6 of the Agreement refers to timecards and a random sample; the records actually produced were the payroll sample and documents described in this paragraph. Defense counsel transmitted the production and the requested data points by letter dated March 13, 2026.

16. Defendant reported that: (a) 88 office employees were employed in the covered positions from June 5, 2021 through November 13, 2025, and worked 2,285 workweeks during that period; (b) 26 of them were then active employees and 62 were former employees; (c) the average

hourly rate paid to putative Class Members was $27.53; (d) the average non-discretionary bonus was $5,644.80 and the median was $4,750.00; (e) no meal period premiums and no rest period premiums were paid to any putative Class Member during the period; and (f) for the period June 3, 2024 through November 13, 2025, 61 office employees, 35 of them former employees, worked 2,504 pay periods.

17. The $27.53 hourly rate used in each valuation below is Defendant's figure for the Class as a whole, not an extrapolation from the sample. Class Counsel used the 20 percent payroll sample to confirm what the class-wide data reported: that Class Members were paid a fixed salary, and that their wage statements reflect no overtime and no meal or rest period premiums. Because Defendant paid every Class Member a fixed salary under a single classification decision, and the sample was selected by Defendant sequentially, without reference to any Class Member's claims, I believe the sample is representative of the Class for those purposes.

18. Defense counsel has represented that Defendant reclassified the office positions at issue as non-exempt, hourly positions effective November 13, 2025. In connection with that reclassification, Defendant entered into individual settlement and release agreements with certain office employees, each supported by separate consideration paid by Defendant. Class Counsel has reviewed a form of the release Defendant used, as Defendant provided it to a former office employee in December 2025; a true and correct copy of that form is attached as Exhibit 10. That form pays the employee $1,000, releases the employee's individual wage claims alleged in this Action with a waiver of Civil Code section 1542, expressly preserves the employee's right to recover PAGA civil penalties, gives the employee five business days to consider the agreement, and advises the employee of the right to consult counsel.

19. In the Memorandum of Understanding executed on March 20, 2026, Defendant represented that the Class Workweek total reflected "the corresponding removal of workweeks covered by the releases." A true and correct copy of the Memorandum of Understanding is attached as Exhibit 11. (Ex. 11, ¶ 3.) It is submitted solely in connection with the approval of this Settlement, as Paragraph 11.14 of the Agreement permits.

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20. Class Counsel evaluated the form of release, the consideration paid, and the circumstances in which the releases were obtained, and concluded that a challenge to the releases would not serve the Class. Contesting the releases would have delayed relief for every Class Member and put the entire Settlement at risk, with no assurance of a better result for employees who had already received separate consideration. Employees who signed releases remain Class Members under the Settlement: they will receive the Class Notice, may object or request exclusion, receive Individual PAGA Payments for every PAGA Pay Period they worked, and receive Individual Class Payments for any Workweeks not covered by their individual release. I am not aware of any conflict between the interests of Class Members who signed releases and those who did not.

21. The Agreement states that, as of the March 19, 2026 mediation, Defendant estimated approximately 88 Class Members who worked approximately 2,762 Workweeks, and approximately 63 allegedly Aggrieved Employees who worked approximately 3,002 PAGA Pay Periods. (Agreement, ¶ 4.1.) Defendant has since reported, from its time and pay records through September 1, 2026, 88 Class Members who worked 2,692 Workweeks and 64 allegedly Aggrieved Employees who worked 3,272 PAGA Pay Periods. (Declaration of Hal Hargrave ("Hargrave Decl."), ¶ 4.) The September 1, 2026 Workweek total is 70 Workweeks lower than the March 2026 estimate, although it covers a longer period. Because the Net Settlement Amount is fixed and distributed pro rata, the total Workweek count affects the value of each Workweek, not the total paid to Participating Class Members. Each Class Member's Workweeks will be stated on the first page of the Class Notice, each Class Member may challenge them (Agreement, ¶ 7.6), and the Administrator will report the final Workweek total from the Class Data with the Motion for Final Approval.

MEDIATION AND SETTLEMENT

22. On March 19, 2026, the Parties participated in a full-day mediation with Jonathan D. Andrews, Esq., an experienced wage-and-hour mediator, through Signature Resolution. Plaintiff Torres-Cervantes participated in the mediation, and Plaintiff Morales was available throughout it to assist Class Counsel. (Declaration of Leslie Morales ("Morales Decl."), ¶ 10; Declaration of Brianna Torres-Cervantes ("Torres-Cervantes Decl."), ¶ 6.) With the mediator's assistance, the Parties

reached an agreement in principle on the amount of the Settlement and executed a Memorandum of Understanding on March 20, 2026.

23. Over the following weeks the Parties negotiated the terms of the long-form Settlement Agreement. Plaintiffs signed the Agreement on May 21, 2026 (Morales Decl., ¶ 11; Torres-Cervantes Decl., ¶ 9), and the Agreement was fully executed on June 2, 2026. A true and correct copy of the fully executed Settlement Agreement, including the form of Class Notice attached to it as Exhibit A, is attached as **Exhibit 1**.

24. At all times the Parties negotiated at arm's length and from adversarial positions. Defendant maintained that the Class Members were properly classified as exempt, that the claims could not be certified, and that it had defenses to every claim. Plaintiffs maintained that the classification was unlawful and that the claims were suited to class treatment. The Settlement is the product of informal discovery, Class Counsel's analysis of Defendant's data, and a full day of mediation with an experienced neutral.

25. The Agreement was drafted on the Court's Model Class Action and PAGA Settlement Agreement (LASC CIV 296) in the edition current when the Parties negotiated it (rev. February 23, 2023). A redline comparing the Agreement, including the form of Class Notice attached to it as Exhibit A, to the Court's current Model Class Action and PAGA Settlement Agreement and Class Notice (LASC CIV 296, Rev. 04/26) is attached as **Exhibit 2**. Because the comparison is run against the current edition of the model, some of the differences it shows reflect the Court's revisions to the form rather than terms the Parties negotiated.

26. Paragraph 11.2 of the Agreement, which restricts publicity about the Settlement, was negotiated by the Parties as part of the long-form Agreement. Plaintiffs agreed to it because it does not restrict any communication with Class Members that the administration of the Settlement or Class Counsel's duties require: Paragraph 11.2(a) and (b) permit the Administrator, Class Counsel, and Plaintiffs to take all steps reasonably necessary to perform their duties, and Paragraph 11.3 preserves Class Counsel's communications with Class Members.

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27. The proposed Class Notice, attached as Exhibit 1 to the [Proposed] Order lodged with this Motion, is the form attached to the Agreement as Exhibit A, revised to state the Class Period and PAGA Period end dates and the updated Workweek and PAGA Pay Period figures; to disclose the division of attorneys' fees between HHD and LFECR; to identify both firms as Class Counsel; to describe the posting of the Judgment on the settlement website; to permit requests for exclusion and objections by signed letter, without a form; to explain how Workweeks covered by individual releases are treated; and to correct administrative details. None of these revisions changes any Class Member's rights under the Agreement. Defense Counsel proposed edits to the Class Notice on July 28, 2026, and on August 21 and 24, 2026 the Parties agreed that the opt-out and objection forms would be omitted. The remaining revisions conform the Class Notice to the Agreement and to Defendant's election under Paragraph 4.1.1.

THE ESCALATOR CLAUSE AND THE CLASS AND PAGA PERIODS

28. Paragraph 4.1.1 of the Agreement provides that if PAGA Pay Periods exceed 3,302, the Gross Settlement Amount increases proportionately unless Defendant elects to end the Class Period and PAGA Period on the date PAGA Pay Periods reach 3,302. Defendant has elected to end both periods on September 1, 2026, when PAGA Pay Periods totaled 3,272. (Hargrave Decl., ¶ 4.) Plaintiffs accept that end date, which narrows the period covered by the releases without reducing the Gross Settlement Amount. The escalator has not been triggered, and the Gross Settlement Amount remains $300,000.00. The Class Period therefore runs from June 5, 2021 through September 1, 2026, and the PAGA Period from June 3, 2024 through September 1, 2026.

29. After deduction of the requested Class Representative Service Payments ($10,000.00), the PAGA Penalties ($10,000.00), the Administration Expenses Payment (up to $3,990.00), the Class Counsel Fees Payment (up to $100,000.00), and the Class Counsel Litigation Expenses Payment (up to $16,000.00), the Net Settlement Amount is $160,010.00. Based on 2,692 Workweeks, the Net Settlement Amount equals approximately $59.44 per Workweek, and the average Individual Class Payment, assuming every Class Member participates, is approximately $1,818.30. The Gross Settlement Amount equals approximately $111 per Workweek.

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VALUATION OF THE CLAIMS

30. Using the information obtained through its own investigation and from Defendant, Class Counsel built damages and penalty models for each claim. The claim valuations below use Defendant's March 13, 2026 data, which runs through the November 13, 2025 reclassification and therefore measures the exposure created by the exempt classification. Defendant does not concede the accuracy of these models or valuations.

31. Minimum wage and overtime. Assuming Class Members were paid for eight hours per day and 40 hours per week, and that Defendant failed to pay an average of three hours of overtime per workweek, the potential value of this claim is $283,077.00 (2,285 workweeks × 3 hours × $27.53 × 1.5). That figure uses the average hourly rate without adjustment for the non-discretionary bonuses Defendant paid, which would increase the regular rate and the exposure. In light of the risks of certification, of establishing misclassification, and of proving the hours worked without time records, Plaintiffs applied a 50 percent discount, for a valuation of $141,539.00.

32. Meal and rest periods. Defendant's data reflect that no meal or rest period premium was paid to any Class Member. Assuming five missed meal periods and five missed rest periods per workweek, the potential value of this claim is $629,061.00 ($27.53 × 10 premiums × 2,285 workweeks). Defendant contends it maintained compliant written policies and that Class Members took their breaks. Plaintiffs applied a 50 percent discount, for a valuation of $314,530.50.

33. Waiting-time penalties. Defendant reported 62 former employees through November 13, 2025. Treating all 62 as within the three-year limitations period, and assuming they were not timely paid all wages at separation, the potential value of this claim is $409,646.00 (62 × $27.53 × 8 hours × 30 days). Because this claim depends on prevailing on the underlying claims and on proving willfulness, and Defendant has a good-faith-dispute defense, Plaintiffs applied a 75 percent discount, for a valuation of $102,412.00.

34. Wage statements. Defendant reported 61 employees who worked 2,504 pay periods between June 3, 2024 and November 13, 2025. Assuming an injurious wage statement for each pay period, the uncapped value is $247,350.00 ([61 × $50] + [(2,504 − 61) × $100]). Because Labor Code section 226, subdivision (e) caps penalties at $4,000 per employee, the maximum recoverable

exposure is $244,000.00 (61 × $4,000). Given the risk that Class Members could not show injury and that the claim is derivative, Plaintiffs applied an 80 percent discount, for a valuation of $48,800.00.

35. Business expenses. Assuming unreimbursed cell phone expenses averaging $7.50 per workweek, the potential value of this claim is $17,137.50 (2,285 workweeks × $7.50). Defendant contends the positions did not require personal cell phone use and that any use was not necessary. Plaintiffs applied a 50 percent discount, for a valuation of $8,568.75.

36. Unfair business practices. The Business and Professions Code section 17200 claim is derivative of the Labor Code claims, and its longer limitations period is already reflected in the valuations above; Class Counsel therefore assigned it no additional value.

37. PAGA. Because Plaintiff Morales's notice was submitted after June 19, 2024, the amended penalty provisions apply. Defendant paid the office employees weekly, so any penalty is reduced by one-half under Labor Code section 2699, subdivision (o), to an effective $50 per aggrieved employee per pay period. On 3,272 PAGA Pay Periods, the maximum PAGA exposure is $163,600.00. Considering the percentage caps in section 2699, subdivisions (g)(1) and (h)(1), which would reduce the penalty to between $24,540.00 and $49,080.00, the Court's discretion under subdivision (e)(2), and the risk that the misclassification theory would fail, Plaintiffs applied a 70 percent discount, for a valuation of $49,080.00. The $10,000.00 allocated to PAGA penalties is approximately 6.1 percent of the maximum. The valuation assigns no separate PAGA value to the section 2802 violations; PAGA penalties are allocated uniformly per pay period.

38. The total realistic valuation of the claims is $664,930.25. The $300,000.00 Gross Settlement Amount represents approximately 45.1 percent of that figure, and the 88 Class Members' claims average approximately $7,556.

39. Absent settlement, this case would take years to resolve. Plaintiffs would have to certify a class over Defendant's opposition, prove misclassification and hours worked without time records, and overcome Defendant's defenses at trial, followed by a likely appeal. Settlement now provides Class Members a certain recovery without those risks and delays.

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40. Based on Class Counsel's investigation and the informal discovery, Plaintiffs were subject to the same classification and pay practices, suffered the same injuries, and seek the same relief as the Class.

41. Based on my experience and the analysis described above, I believe the Settlement is fair, reasonable, and adequate, and in the best interests of the Class and the allegedly Aggrieved Employees.

SETTLEMENT ADMINISTRATOR

42. Class Counsel solicited bids from three settlement administrators: ILYM Group, Inc., Rust Consulting, Inc., and Apex Class Action LLC, which the Agreement identifies as "Apex Class Action Administration LLC" (an estimate of $4,515.00, discounted to a not-to-exceed amount of $3,990.00). The Apex bid is attached to the Declaration of Sean Hartranft as Exhibit B. The Parties selected Apex, the lowest bidder. The Administrator is not affiliated with Defendant, which does business as "Apex Imaging Services Inc." (Declaration of Sean Hartranft, ¶ 3; Hargrave Decl., ¶ 2.)

ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

43. The Agreement permits Class Counsel to request attorneys' fees of up to one-third of the Gross Settlement Amount ($100,000.00). Class Counsel took this case on a contingent basis and has received no compensation. At final approval, Class Counsel will support the fee request with a lodestar cross-check, including hours and hourly rates by timekeeper. HHD's current hourly rates for this work, consistent with the Laffey Matrix for June 1, 2025 through May 31, 2026, are $1,019 for me, $508 for Mr. Matos, and $277 for law clerk time. As of the date of this declaration, HHD's lodestar is approximately $92,742.19, based on approximately 127.95 hours: 55.78 hours by me ($56,839.82), 68.88 hours by Mr. Matos ($34,991.04), and 3.29 hours of law clerk time ($911.33).

44. The Agreement permits Class Counsel to request litigation costs of up to $16,000.00. As of the date of this declaration, HHD has advanced $14,997.32 in costs, including $11,926.25 in mediation fees and the balance in filing, service, LWDA, and electronic-service fees. Class Counsel will submit an itemized ledger with the Motion for Final Approval.

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45. HHD and LFECR have agreed in writing that any attorneys' fees the Court awards will be divided 75 percent to HHD and 25 percent to LFECR. Both Plaintiffs received written disclosure of the division and consented to it in writing. (Morales Decl., ¶ 18; Torres-Cervantes Decl., ¶ 16.) The division does not affect the amount of any fee award or any Class Member's recovery.

46. HHD has served as lead counsel and borne primary responsibility for prosecuting and resolving this Action. HHD prepared and submitted the PAGA notices; drafted and filed the Complaint and the First and Second Amended Complaints; prepared the informal discovery requests and analyzed the data and records Defendant produced; built the damages and penalty models described above; prepared for and attended the mediation; negotiated the Memorandum of Understanding and the Settlement Agreement; solicited and evaluated the administrator bids; and prepared this Motion and its supporting papers. LFECR's work is described in the Mahon Declaration.

47. Under each Plaintiff's retention agreement with HHD, if no recovery is obtained, the client remains responsible for the costs and expenses HHD advances. Each Plaintiff thus assumed the risk of liability for litigation costs if the Action had not succeeded.

48. The Agreement permits Plaintiffs to request Class Representative Service Payments of up to $5,000.00 each. Plaintiff Morales brought this Action, authorized the PAGA notices, provided her records and her account of Defendant's practices, and assisted Class Counsel through the mediation and the settlement documents. Plaintiff Torres-Cervantes participated in the mediation and agreed to serve as an additional Class Representative. Each executed a general release of claims against Defendant broader than the release given by Class Members. Their time and contributions are described in their declarations.

49. On November 17, 2026, my office searched publicly available court records for pending actions against Defendant asserting wage-and-hour or PAGA claims on behalf of any Class Member or allegedly Aggrieved Employee, and found none other than this Action. LFECR's separate search likewise found none (Declaration of Colette N. Mahon, ¶¶ 10–11), and Defendant has declared that no such matter is pending (Hargrave Decl., ¶ 3). I am not aware of any other

pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

50. My office reserved the hearing date of February 10, 2027 at 10:00 a.m. for this Motion with the clerk of Department 15.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 18, 2026, at San Diego, California.



Andrew E. Hillier

EXHIBIT 1

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).

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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

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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.

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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.

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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

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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.

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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

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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.

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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.

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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.

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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

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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.

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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

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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

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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

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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 (l), 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

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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.

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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.

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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

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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

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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

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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

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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,

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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

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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

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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:

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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

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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.

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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.

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Dropbox Sign

Audit trail

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@hhdlaw.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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COMPLETED

EXHIBIT 2

REDLINE COMPARISON

Class Action and PAGA Settlement Agreement, Morales, et al. v. Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services Inc. (LASC Case No. 25STCV16345),
compared to the Court's Model Class Action and PAGA Settlement Agreement and Class Notice (LASC CIV 296, Rev. 04/26)

Legend: Text in the Court's model that the Parties deleted or replaced appears in ~~red strikethrough~~. Text the Parties added appears in blue double underline. Unmarked text is identical to the model. Blank fill-in lines in the model are not shown. The model's endnotes (drafting instructions) are omitted. The comparison includes the form of Class Notice attached to the Agreement as Exhibit A. The Agreement was negotiated on the 2023 edition of the model; this comparison is run against the current edition (Rev. 04/26), so some marked differences reflect the Court's revisions to the form rather than negotiated terms.

~~[NOTE: This Model Class Action and PAGA Settlement Agreement is based on a version originally approved by the Court, the complex litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue (Ret.) and including 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It is written for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form for multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Model Class Action Settlement Agreement and Class Notice. COUNSEL USING THIS MODEL AGREEMENT ARE TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SHOWING HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.] [MODEL]~~ CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

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

1. ~~DEFINITIONS.~~ DEFINITIONS

1.1 "Action" means ~~the Plaintiff's~~ Plaintiffs' lawsuit alleging wage and hour violations against ~~XYZ~~ 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 ~~Court.~~ 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 ~~[e.g.,~~ 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 ~~person~~ functionally similar position, and who were employed by ~~XYZ in~~ Defendant at

~~its Pomona,~~ California ~~and classified as a who worked for XYZ~~ corporate campus during the PAGA ~~Period].~~ Period.

1.5 “Class” means ~~[define class, e.g.,~~ all ~~persons~~ 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 ~~XYZ~~ Defendant in its Pomona, California ~~and classified as who worked for XYZ~~ corporate campus during the Class ~~Period].~~ 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”~~ Payment and ~~“Class~~ Class Counsel Litigation Expenses Payment” ~~mean~~ 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 ~~XYZ’s~~ 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.~~ Periods as defined below in Sections 1.31 and 1.44.

1.9 “Class ~~Member”~~ Member or ~~“Settlement~~ Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a NonParticipating 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,~~ court-approved notice of class action Settlement and hearing date for final court approval, to be mailed to Class ~~Members in English [with a Spanish translation, if applicable] in the form, without material variation,~~ Members, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “Class Period” means the period from ~~to .~~ June 5, 2021, through the date of the Court’s Preliminary Approval of this Settlement.

1.13 “Class ~~Representative”~~ Representatives” means Plaintiffs Leslie Morales and Brianna Torres-Cervantes, the named ~~Plaintiff~~ Plaintiffs in the ~~operative complaint in the Action seeking~~ Operative Complaint, and who will seek Court approval to serve as ~~a~~ class ~~representative.~~ representatives.

1.14 “Class Representative Service Payment” means the payment to ~~the~~ 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 ~~“XYZ”~~ “Defendant” means ~~named Defendant .~~ 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;~~ 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.~~ 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 ~~XYZ~~ 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 ~~Payment,~~ 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 ~~[25%/35%]~~ 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 ~~[75%/65%]~~ sixty-five percent (65%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision ~~(i).~~ (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 ~~Payment,~~ 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 ~~XYZ~~ Defendant for at least one day during the PAGA Period.

~~1.30~~ 1.31 “PAGA Period” means the period from ~~to .~~ June 3, 2024, through the date of the Court’s Preliminary Approval of this Settlement.

~~1.31~~ 1.32 “PAGA” means the Private Attorneys General Act ~~(Lab. Code,~~ (Cal. Lab. Code § 2698 et seq.).

~~1.32~~ 1.33 “PAGA Notice” means ~~Plaintiff’s~~ Plaintiff Morales’ letter dated June 3, 2025, to ~~XYZ~~ Defendant and the ~~LWDA [and Plaintiff’s letter to XYZ and the LWDA] providing~~ LWDA, which provided notice pursuant to Labor Code section 2699.3, subdivision ~~(a).~~ (a)., as supplemented by Plaintiff Morales’ Amended PAGA Notification dated May 8,2026, to Defendant and the LWDA.

~~1.33~~ 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 ~~[25%/35%]~~ thirty-five percent (35%) to the allegedly Aggrieved Employees ~~( )~~ ($3,500.00) and ~~[75%/65%]~~ sixty-five percent (65%) to the LWDA ~~( )~~ ($6,500.00) in settlement of PAGA claims.

~~1.34~~ 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

~~1.35 “Plaintiff”~~ 1.36 “Plaintiffs” means ~~,~~ Leslie Morales and Brianna Torres-Cervantes, the named ~~plaintiff~~ Plaintiffs in the ~~Action.~~ Operative Complaint.

~~1.36~~ 1.37 “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

~~1.37~~ 1.38 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

~~1.38~~ 1.39 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

~~1.39~~ 1.40 “Released Parties” means ~~XYZ~~ Defendant and each of its former and present ~~[directors,] [officers,] [shareholders,] [owners,] [members,] [attorneys,] [insurers,] [predecessors,] [successors,] [assigns,] [subsidiaries,] [affiliates].~~ directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

~~1.40~~ 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.

~~1.41~~ 1.42 “Response Deadline” means ~~[e.g., 60]~~ 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,~~ Exclusion; (b) fax, ~~email~~ email, or mail objections to the ~~Settlement,~~ Settlement; or (c) fax, ~~email~~ 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 ~~resent~~ re-sent after having been returned undeliverable to the Administrator shall have their deadline extended by an additional ~~[14]~~ fourteen (14) calendar days beyond the Response Deadline.

~~1.42~~ 1.43 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

~~1.43~~ 1.44 “Workweek” means any week during which a Class Member worked for ~~XYZ~~ Defendant for at least one ~~day,~~ 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.~~ RECITALS

2.1 On ~~,~~ June 5, 2025, Plaintiff Leslie Morales commenced this Action by filing a ~~complaint~~ Complaint alleging causes of action against ~~XYZ~~ 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 .] [On , 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 [e.g., First Amended Complaint] alleging causes of action against XYZ for . The [e.g., First Amended] Complaint is Complaint.

2.3 On or about May 15, 2026, Plaintiffs filed the operative complaint in the Action (the "Operative Complaint").] XYZ 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 in the Operative Complaint or any prior iteration of Plaintiffs' Complaint, and denies any and all liability for the causes of action alleged.

2.2 2.4 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff Morales gave timely written notice to XYZ Defendant and the LWDA by sending the original PAGA Notice. Notice on June 3, 2025.

2.3 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 an all-day a full-day mediation presided over by Jonathan

D. Andrews, Esq., an experienced wage and hour mediator, which led to this Agreement [or describe alternative means Agreement. The material terms of negotiation]. the Settlement were memorialized in a Memorandum of Understanding executed on March 20, 2026.

2.4 2.6 Before [mediation] [negotiating the Settlement], Plaintiff mediation, Plaintiffs obtained, through [formal] [informal] discovery, . Plaintiff's 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").

2.5 2.7 The Court [has] [has not] has not granted class certification.

2.6 2.8 The Parties, Class Counsel and Defense Counsel represent [they they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement] [they are

~~aware of the following other pending matter[s] or action[s] asserting claims that will be extinguished or affected by the Settlement: ,].~~ Settlement.

3. MONETARY ~~TERMS.~~ TERMS

3.1 Gross Settlement Amount. ~~XYZ~~ Defendant promises to pay ~~$ _____~~ Three Hundred Thousand Dollars ($300,000.00) and no more as the Gross Settlement ~~Amount [and~~ Amount, and to separately pay ~~any and~~ all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class ~~Payments.] XYZ~~ Payments. Defendant has no obligation to pay the Gross Settlement Amount (or ~~any~~ payroll ~~taxes)~~ taxes on the Gross Settlement Amount) before the deadline stated in Paragraph ~~4.2.iii~~ 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 ~~XYZ.~~ 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 ~~Plaintiff:~~ 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~~ Payment, and to any Individual PAGA ~~Payment] the Class Representative~~ Payment Plaintiff Morales is entitled to ~~receive as a Participating Class Member). XYZ~~ receive). Defendant will not oppose ~~Plaintiff's~~ Plaintiffs' request for ~~a~~ Class Representative Service ~~Payment~~ Payments that ~~does~~ do not exceed ~~this amount.~~ these amounts. As part of the Motion for Final Approval, ~~Plaintiff~~ Plaintiffs will seek Court approval for ~~any~~ the Class Representative Service ~~Payment.~~ Payments. If the Court approves ~~a~~ Class Representative Service ~~Payment~~ Payments less than the ~~amount~~ amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay ~~the~~ each

Class Representative Service Payment using IRS Form 1099. Each Plaintiff assumes full responsibility and liability for ~~employee~~ taxes owed on ~~the~~ 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:~~ Counsel. A Class Counsel Fees Payment of not more than ~~%,~~ thirty-three and onethird percent (33.33%) of the Gross Settlement Amount, which is currently estimated to be ~~$,~~ One Hundred Thousand Dollars ($100,000.00), and a Class Counsel Litigation Expenses Payment of not more than ~~$. XYZ~~ 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, ~~Plaintiff~~ 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 ~~Plaintiff's Counsel~~ Plaintiffs' counsel arising from any claim to any portion of any Class Counsel ~~Fee~~ 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 ~~XYZ~~ Defendant harmless, and indemnifies ~~XYZ,~~ Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the ~~Administrator:~~ Administrator. An Administration Expenses Payment not to exceed ~~$~~ Three Thousand Nine Hundred and Ninety Dollars ($3,990.00) except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than ~~$, the Administrator will retain~~ Three Thousand Nine Hundred and Ninety Dollars ($3,990.00), the remainder ~~in~~ will be allocated to the Net Settlement Amount.

3.2.4 To Each Participating Class ~~Member:~~ Member. An Individual Class Payment, which the Administrator shall calculate ~~by~~ by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class ~~Period~~ 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 ~~[e.g.,~~ interest and ~~penalties]~~ 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:~~ Employees. PAGA Penalties in the amount of ~~$~~ Ten Thousand Dollars ($10,000.00) to be paid from the Gross Settlement Amount, with ~~[75%/65%] ($)~~ sixty-five percent (65%) ($6,500.00) allocated to the LWDA PAGA Payment and ~~[25%/35%] ($)~~ thirtyfive 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~~ by: (a) dividing the amount of the allegedly Aggrieved Employees' ~~[25%/35%]~~ 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~~ 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. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS. PAYMENTS

4.1 Class Size Estimates. Based on a review of its records to date, XYZ 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 Workweeks, 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. XYZ Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay XYZ's Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than [14] forty-five (45) calendar days after the Effective Date. 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 [14] fourteen (14) days after XYZ 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 Payment. Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment 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 180 one hundred eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement 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 Settlement 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 ~~[7]~~ seven (7) days of receiving a returned ~~check~~ 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 ~~is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such a check [to a Court-approved nonprofit organization~~ or ~~foundation consistent with Code of Civil Procedure section 384, subdivision (b) ("Cy Pres Recipient")] [to the California Controller's Unclaimed Property Fund in the name of the Class Member]. [The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient]. 4.3.4 For any Aggrieved Employee whose~~ 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 thereby leaving no "unpaid residue" subject to the requirements~~ Employee. This treatment of uncashed PAGA Payment checks satisfies Code of Civil Procedure section 384, subdivision ~~(b).~~ (b), as no "unpaid residue" shall remain.

~~4.3.5~~ 4.3.4 No Additional Benefits. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate ~~XYZ~~ 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.~~ CLAIMS

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

5.1 ~~Plaintiff's~~ Plaintiffs' Release. In exchange for the Class Representative Service Payments, each Plaintiff and ~~Plaintiff's~~ her respective former and present representatives, agents, attorneys, administrators, successors and assigns, ~~release~~ releases and ~~discharge~~ discharges the Released Parties from any and all claims, ~~transactions~~ actions, charges, complaints, transactions, occurrences, and causes of action, of any nature whatsoever, arising at any time on or ~~occurrences [that occurred during~~ before the ~~Class Period], including,~~ 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 and~~ Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and ~~Plaintiff's~~ the PAGA ~~Notice. ("Plaintiff's Release.") Plaintiff's~~ 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~~ to: (i) any claims or actions to enforce this ~~Agreement, or to~~ Agreement; (ii) any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation ~~benefits~~ 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 ~~at any time, or based on occurrences outside~~ after the ~~Class Period.~~ date of this Agreement's execution. Each Plaintiff acknowledges that ~~Plaintiff~~ she may discover facts or law different from, or in addition to, the facts or law that ~~Plaintiff~~ she now knows or believes to be true but agrees, nonetheless, that ~~Plaintiff's~~ Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or ~~Plaintiff's~~ her discovery of them.

5.1.1 ~~Plaintiff's~~ Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of ~~Plaintiff's~~ 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.~~ 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:~~ 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, e.g., "(a)~~ Period, including: (a) any and all claims involving any alleged failure to pay minimum ~~wage; etc.].~~ 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 ~~Section~~ 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, ~~or~~ workers' ~~compensation~~ compensation, or claims based on ~~events~~ facts occurring outside the Class Period.

5.3 Release by Allegedly Aggrieved ~~Employees:~~ Employees. All allegedly Aggrieved ~~Employees~~ 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 ~~Penalties~~ 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~~ 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 ~~the PAGA Notice [including, e.g., "(a) any~~ 2802, and ~~all claims involving~~ for any alleged ~~failure to pay minimum wage; etc.].~~ 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.~~ 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 ~~XYZ's~~ Defendant's Declaration in Support of Preliminary Approval. Within fourteen (14) days of the full execution of this Agreement, ~~XYZ~~ Defendant will prepare and deliver to Class Counsel a signed declaration from ~~XYZ and Defense Counsel~~ Defendant disclosing all facts relevant to any actual or potential conflicts of interest with the ~~Administrator and Cy Pres Recipient (if applicable).~~ Administrator. In ~~their declarations, Defense Counsel and XYZ~~ its declaration, Defendant shall aver whether ~~they are~~ it is aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 ~~Plaintiff's~~ Plaintiffs' Responsibilities. ~~Plaintiff~~ 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 ~~(f)(2);~~ (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/or the proposed Cy Pres Recipient];~~ Members; and the nature and extent of any financial relationship with ~~Plaintiff,~~ Plaintiffs, Class Counsel or Defense Counsel; (v) ~~a~~ signed ~~declaration~~ declarations from ~~Plaintiff~~ 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]~~ Members and/or the ~~Administrator [and/or the proposed Cy Pres Recipient];~~ Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class ~~Members;~~ 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 ~~the~~ this Agreement (Lab. Code, § 2699, subd. ~~(l)(2));~~ (l)(2))); and (vii) a redlined version of ~~the~~ this Agreement showing all modifications made to the ~~Superior Court of~~ Los Angeles ~~County's~~ Superior Court's Model ~~Agreement;~~ Class Action and ~~(viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient.~~ PAGA Settlement Agreement. In their declarations, ~~Plaintiff~~ 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 ~~[30]~~ thirty (30) days after the full execution of this ~~Agreement;~~ 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~~ 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.~~ 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~~ 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 ~~US~~ U.S. Treasury Regulation section ~~468B-1.~~ 468B1.

7.4 Notice to Class Members.

7.4.1 Class Data. Not later than ~~[e.g., 15]~~ fifteen (15) days after the Court grants Preliminary Approval, ~~XYZ~~ 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. ~~XYZ~~ 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 ~~XYZ~~ 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 ~~[14]~~ 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 [with Spanish translation, if applicable]~~ 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 ~~[3]~~ 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 ~~a Class Member~~ 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,~~ 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 ~~[14]~~ 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, ~~XYZ~~ 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 ~~[14]~~ fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, ~~which ever~~ 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.~~ 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 ~~fax,~~ 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.~~ 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 ~~Payment.~~ Payments.

7.7.2 Manner of Objection. Participating Class Members may send written objections to the Administrator, by fax, ~~email~~ 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 ~~[5]~~ five (5) days after the expiration of the ~~deadline for submitting Requests for Exclusion,~~ 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 ~~[14]~~ fourteen (14) days before the date by which ~~Plaintiff is~~ 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 ~~[10]~~ 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 ~~[15]~~ 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. ~~XYZ'S~~ DEFENDANT'S RIGHT TO ~~WITHDRAW.~~ 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, ~~XYZ~~ Defendant may, but is not ~~obligated,~~ obligated to, elect to withdraw from the Settlement. The Parties agree that, if ~~XYZ~~ 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, ~~XYZ~~ Defendant will remain responsible for paying all Settlement

Administration Expenses incurred to that point. ~~XYZ~~ 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 ~~[seven]~~ 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.~~ APPROVAL

Not later than ~~[16]~~ sixteen (16) court days before the calendared Final Approval Hearing, ~~Plaintiff~~ Plaintiffs will file in ~~Court,~~ Court a motion for final approval that includes a request for approval of the PAGA ~~settlement~~ Settlement under Labor Code section 2699, subdivision (l), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). ~~Plaintiff~~ Plaintiffs shall provide drafts of these documents to Defense Counsel not later than ~~[seven]~~ 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 ~~that [five]~~

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 ~~Payment,~~ 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 ~~Payment~~ 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.~~ 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.~~ 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 ~~XYZ~~ Defendant that any of the allegations in the Operative Complaint have merit or that ~~XYZ~~ Defendant has any liability for any claims asserted; nor is it intended or should be construed as an admission by ~~Plaintiff~~ Plaintiffs that ~~XYZ's~~ 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, ~~XYZ~~ Defendant reserves the right to contest certification of any class or subclass for any ~~reason, XYZ~~ reason. Defendant reserves all available defenses to the claims in the Action, and ~~Plaintiff reserves~~ Plaintiffs reserve the right to move for class certification on any grounds available and to contest ~~XYZ's~~ 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 Before Preliminary Approval. Plaintiff, Class Counsel, XYZ~~ 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 ~~Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, publicize, or cause or permit another person to disclose, disseminate or publicize, any of~~ effectuate the terms of the ~~Agreement directly or indirectly, specifically or generally,~~ 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 ~~person, corporation, association, government agency~~ 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 ~~entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, XYZ and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.~~ 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 ~~Plaintiff~~ Plaintiffs and ~~XYZ,~~ 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 ~~a~~ 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 ~~Plaintiff,~~ Plaintiffs, Class Counsel, ~~XYZ~~ 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 ~~XYZ~~ 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 ~~90~~ ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, ~~Plaintiff~~ Plaintiffs shall destroy all paper and electronic versions of Class Data received from ~~XYZ~~ Defendant unless, before the Court's discharge of the Administrator's obligation, ~~XYZ~~ 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 ~~Plaintiff:~~ Plaintiffs: To Defendants:

~~To XYZ:~~ Francis A. DiGiacco Collin D. Cook Andrew E. Hillier Aaron M. Cargain Hunter S. Matos Fisher & Phillips LLP Harlan Hillier DiGiacco LLP One Montgomery Street, Suite 3400

701 Island Ave., Second Floor San Francisco, California 94104 San Diego, CA 92101 ccook@fisherphillips.com frankie@hhdlaw.com acargain@fisherphillips.com andrew@hhdlaw.com hunter@hhdlaw.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 that~~ Agreement, pursuant to Code of Civil Procedure section ~~583.330~~ 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 ~~For XYZ (date) (date)~~ Leslie Morales:

~~Counsel~~ Dated: _____ LESLIE MORALES

For Plaintiff ~~Counsel~~ Brianna Torres-Cervantes:

Dated: _____ BRIANNA TORRES-CERVANTES

For ~~XYZ (date) (date)~~ Defendant Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services Inc.:

Dated: _____

By: _____

Title: _____

APPROVED AS TO FORM:

For Plaintiffs: HARLAN HILLIER DIGIACCO LLP

Dated: _____ By: _____ Andrew E. Hillier Attorneys for Plaintiffs

For Defendant: Fisher & Phillips LLP

Dated: _____ 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! ~~It's~~ 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 ~~[abbreviate name; "XYZ" is used herein as a placeholder]~~ HughesNelson Painting, Inc. d/b/a Apex Imaging Services Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by ~~a [former] XYZ~~ former Defendant employee ~~("Plaintiff")~~ Leslie Morales and ~~seeks~~ former Defendant employee Brianna Torres-Cervantes ("Plaintiffs"). Through the Action, Plaintiffs seek payment ~~of~~ of: (1) back wages ~~[and~~ and other ~~relief]~~ relief for a class of ~~[e.g., hourly] employees~~ office workers ("Class Members") who worked for ~~XYZ~~ Defendant during the Class Period ~~to ;~~ (June 5, 2021, through the date of preliminary approval); and (2) penalties under the California Private ~~Attorney~~ Attorneys General Act ("PAGA") for all ~~[e.g., hourly] employees~~ office workers who worked for ~~XYZ~~ Defendant during the PAGA Period ~~(to)~~ (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~~ Settlement has two main parts: (1) a class settlement requiring ~~XYZ~~ Defendant to fund individual class payments, and (2) a PAGA settlement requiring ~~XYZ~~ Defendant to fund

individual PAGA payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on ~~XYZ's~~ 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 ~~XYZ's~~ Defendant's records you are not eligible for an individual PAGA payment under the ~~settlement~~ Settlement because you ~~didn't~~ did not work during the PAGA Period.)

The above estimates are based on ~~XYZ's~~ Defendant's records showing that you worked _____ workweeks during the Class Period and you worked ~~workweeks~~ _____ pay periods during the PAGA Period. If you believe that you worked more workweeks ~~during the Class Period,~~ 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~~ 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~~ Settlement and how much of the ~~settlement~~ Settlement will be paid to ~~Plaintiff~~ Plaintiffs and ~~Plaintiff's~~ Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires ~~XYZ~~ Defendant to make payments under the ~~settlement~~ Settlement and requires

Class Members and allegedly Aggrieved Employees to give up their rights to assert certain claims against ~~XYZ.~~ Defendant.

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

(1) Do Nothing. You ~~don't~~ do not have to do anything to participate in the proposed ~~settlement~~ 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 ~~XYZ.~~ Defendant.

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You ~~Don't~~ Do not Have to Do If you do nothing, you will be a Participating Class Member, eligible Anything to ~~eligible~~ Participate in for an individual class payment and an individual PAGA ~~Participate in~~

~~the~~ payment (if the Settlement any). In exchange, you will give up your right to assert ~~Settlement~~ the wage claims against ~~XYZ~~ Defendant that are covered by this ~~settlement~~ Settlement ("Released Claims").

You Can Opt-out of the If you ~~don't~~ do not want to fully participate in the proposed ~~settlement, the~~ Settlement, you Class Settlement ~~you~~ but not the can opt-out of the class ~~settlement~~ Settlement by sending the ~~but not the PAGA~~ Administrator a PAGA Settlement written request for exclusion. Once excluded, you ~~Settlement~~ will be a ~~Non-Participating~~ NonThe Opt-out Deadline is 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.~~ Settlement. See ~~The Opt-out Deadline~~ Section VI of this notice. ~~is~~ You cannot opt-out of the PAGA portion of the proposed ~~settlement. XYZ~~ 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 All Class Members who do not opt-out ("Participating Class Members Can Object to the Members") can object to any aspect of the proposed ~~settlement. to the~~ Settlement. The Class Settlement ~~The~~ but not the Court's decision whether to finally approve the ~~settlement~~ Settlement will ~~but not the~~ PAGA Settlement include a determination of how much will be paid to Class Counsel ~~Settlement~~ and ~~Plaintiff~~ Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or

Written Objections ~~or Plaintiff,~~ Must be Plaintiffs, but every dollar paid to Class Counsel and ~~Plaintiff Must be~~ Plaintiffs reduces Submitted by ~~reduces~~ _____ the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or ~~Plaintiff~~ Plaintiffs if you think they are unreasonable. See Section VII of this notice.

You Can Participate in the The Court's final approval hearing is scheduled to take place on ~~the .~~ Final Approval Hearing _____. You ~~don't~~ do not have to attend but you do have the ~~Final Approval~~ right to appear (or hire an attorney to appear on your behalf at your ~~Hearing~~ own cost), in person, by telephone or by using the Court's virtual appearance ~~platform.~~ platform (LACourtConnect). Participating Class Members can verbally object to the ~~settlement~~ Settlement at the final approval hearing. See Section VIII of this notice.

You Can Challenge the The amount of your individual class payment and individual PAGA Calculation of Your payment (if any) depend on how many workweeks you worked at least Workweeks/Pay ~~least~~ Periods one day during the Class Period and how many pay periods ~~Periods~~ you Written Challenges Must worked at least one day during the PAGA Period, respectively. The be Submitted by number of Class Period workweeks and ~~number of~~ PAGA ~~Written Challenges~~ Period pay periods _____ you worked according to ~~XYZ's~~ Defendant's records is ~~Must be Submitted by~~ stated on the first page of this notice. If you disagree with ~~the number of Class Period workweeks,~~ these numbers, you must challenge ~~it~~ them by ~~.~~ _____. See Section IV of this notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiff Leslie Morales is a ~~[former] XYZ~~ former Defendant employee. Plaintiff Brianna Torres-Cervantes was also employed by Defendant. The Action accuses ~~XYZ~~ Defendant of violating California labor laws by failing to pay ~~[e.g.,~~ overtime wages, minimum wages, wages due upon ~~termination~~ termination, and reimbursable ~~expenses]~~ business expenses, and failing to provide ~~[e.g.,~~ meal periods, rest ~~breaks~~ breaks, and accurate itemized wage ~~statements].~~ 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.). ~~Plaintiff is~~ Plaintiffs are represented by attorneys ~~in the Action: _____~~. Andrew E. Hillier, Francis

~~XYZ strongly~~ 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 ~~XYZ~~ Defendant or ~~Plaintiff is~~ Plaintiffs are correct on the merits. In the meantime, ~~Plaintiff~~ Plaintiffs and ~~XYZ~~ Defendant hired ~~[an~~ an experienced, neutral ~~mediator/a retired judge/]~~ 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, ~~Plaintiff~~ Plaintiffs and ~~XYZ~~ Defendant have negotiated a proposed ~~settlement~~ Settlement that is subject to the Court's final approval. Both sides agree the proposed ~~settlement~~ Settlement is a compromise of disputed claims. By agreeing to settle, ~~XYZ~~ Defendant does not admit any violations or concede the merit of any claims. ~~Plaintiff~~ Plaintiffs and Class Counsel strongly believe the ~~settlement~~ Settlement is a good deal for you because they believe that: (1) ~~XYZ~~ 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~~ 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. ~~XYZ~~ Defendant Will Pay ~~$~~ $300,000.00 as the Gross Settlement Amount ("Gross Settlement"). ~~XYZ~~ Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the ~~settlement.~~ Settlement. The Administrator will use the Gross Settlement to pay the individual class payments, individual PAGA payments, ~~a~~ class representative service ~~payment,~~ 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, ~~XYZ~~ Defendant will fund the Gross Settlement not more than ~~[14]~~ 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~~ 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 ~~$ [%~~ $100,000.00 (33.33% of the Gross ~~Settlement]~~ Settlement) to Class Counsel for attorneys' fees and up to ~~$~~ $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 ~~award~~ service payment for filing the Action, working with Class Counsel and representing the Class. ~~A~~ The class representative ~~award~~ service payments will be the only monies ~~Plaintiff~~ Plaintiffs

will receive other than ~~Plaintiff's~~ their individual class ~~payment~~ payments and any individual PAGA payment.

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

D. ~~Up to $~~ $10,000.00 for PAGA penalties, allocated ~~[75%/65%]~~ 65% ($6,500.00) to the LWDA and ~~[25%/35%]~~ 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. ~~Plaintiff~~ Plaintiffs and ~~XYZ~~ Defendant are asking the Court to approve an allocation of ~~%~~ 10% of each individual class payment to taxable wages ("Wage Portion") and ~~%~~ 90% to ~~[e.g., interest, etc.]~~ interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. ~~[Option 1: (XYZ~~ Defendant will separately pay employer payroll taxes it owes on the Wage ~~Portion.)]~~ Portion. The individual PAGA payments are counted as penalties rather than wages for tax purposes. The Administrator will report the individual PAGA payments and the Non-Wage Portions of the individual class payments on IRS 1099 Forms. Although ~~Plaintiff~~ Plaintiffs and ~~XYZ~~ 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.~~ Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed ~~settlement.~~ 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 ~~don't~~ do not cash it by the void date, your check will be automatically cancelled, and the monies ~~[will~~ will be deposited with the California State Controller's Office Unclaimed Property Fund in your ~~name] [will irrevocably be lost to you because they will be paid to a non-profit organization or foundation]. [If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you~~ name. You should consult the rules of the fund for instructions on how to retrieve your ~~money.]~~ 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,~~ 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.~~ 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 ~~XYZ.~~ Defendant.

You cannot opt-out of the PAGA portion of the ~~settlement.~~ Settlement. Class Members who opt out of the class ~~settlement~~ Settlement remain eligible for individual PAGA payments and are required to give up

their right to assert PAGA claims against ~~XYZ~~ 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~~ Settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. ~~Plaintiff~~ Plaintiffs and ~~XYZ~~ Defendant have agreed that, in either case, the ~~settlement~~ Settlement will be void, ~~XYZ~~ Defendant will not pay any money, and Class Members will not release any claims against ~~XYZ.~~ Defendant.

8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration LLC. (the ~~"Administrator")~~ "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,~~ Workweeks and PAGA Pay Periods, mail and ~~remail settlement~~ re-mail Settlement checks and tax forms, and perform other tasks necessary to administer the ~~settlement.~~ 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 ~~XYZ~~ Defendant has fully funded the Gross Settlement ~~[(and~~ (and separately paid all employer payroll ~~taxes)],~~ taxes), Participating Class Members will be legally barred from asserting any of the claims released under the ~~settlement.~~ Settlement. This means that unless you opted out by validly excluding yourself from the class ~~settlement,~~ Settlement, you cannot sue, continue to sue or be part of any other lawsuit against ~~XYZ~~ 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.~~ 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 ~~(i)~~ 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, e.g., "(a)~~ Period, including: (a) any and all claims involving any alleged failure to pay minimum ~~wage; etc.].~~ 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 ~~Section~~ 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 ~~events~~ facts occurring outside the Class Period.

10. Allegedly Aggrieved Employees' PAGA Release. After the Court's judgment is final, and ~~XYZ~~ 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 ~~XYZ,~~ 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,~~ Settlement, cannot sue, continue to sue or participate in any other PAGA claim against ~~XYZ~~ Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this ~~settlement.~~ Settlement.

The allegedly Aggrieved Employees' Release is as follows:

All allegedly Aggrieved ~~Employees~~ 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,~~ successors and assigns, the Released ~~Parties,~~ 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~~ 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 ~~the PAGA Notice [including, e.g., (a) any~~ 2802, and ~~all claims involving~~ for any alleged ~~failure to pay minimum wage; etc.].~~ 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~~ Employees; and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual allegedly Aggrieved Employee.

3. ~~Workweek~~ Workweek/Pay Period Challenges. The number of Workweeks and PAGA Pay Periods you ~~worked during the Class Period,~~ worked, as recorded in ~~XYZ's~~ Defendant's records, is stated in the first page of this notice. You have until ~~—~~ _____ to challenge the ~~number of Workweeks~~ numbers

credited to you. You can submit your challenge by signing and sending a letter to the Administrator via ~~mail, email~~ mail or ~~fax.~~ 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 ~~XYZ's~~ Defendant's calculation ~~of Workweeks based on XYZ's records~~ as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve ~~Workweek~~ challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and ~~XYZ's~~ Defense Counsel. The Administrator's decision is final. You ~~can't~~ 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 ~~doesn't~~ 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.~~ 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,~~ 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.~~ 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.~~ Settlement. Before deciding whether to object, you may wish to see what ~~Plaintiff~~ Plaintiffs and ~~XYZ~~ Defendant are asking the Court to approve. At least sixteen (16) court days before the final approval hearing, Class Counsel and/or ~~Plaintiff~~ Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed ~~settlement~~ Settlement is ~~fair~~ fair, and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount ~~Plaintiff is~~ Plaintiffs are requesting as ~~a~~ class representative service ~~award.~~ 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 ~~Administrator's website or the~~ Court's ~~website .~~ website.

A Participating Class Member who disagrees with any aspect of the ~~settlement~~ Settlement or the Motion for Final Approval may wish to object, for example, that the proposed ~~settlement~~ Settlement is unfair, or that the amounts requested by Class Counsel or ~~Plaintiff~~ 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 ~~[XYZ]~~ 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 ~~don't~~ do not have to, attend the final approval hearing on _____ at _____ in Department [____] of the ~~Superior Court of~~ Los Angeles ~~County,~~ 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~~ Settlement and how much of the Gross Settlement will be paid to Class Counsel, ~~Plaintiff~~ 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's~~ It is possible the Court will reschedule the final approval hearing. You should check the ~~Administrator's~~ 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~~ Settlement agreement sets forth everything ~~XYZ~~ Defendant and ~~Plaintiff~~ Plaintiffs have promised to do under the proposed ~~settlement.~~ Settlement. The easiest way to read the ~~settlement~~ Settlement agreement, the judgment or any other ~~settlement~~ Settlement documents is ~~to go to website at . You can also~~ telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to ~~(http://www.lacourt.org/casesummary/ui/index.aspx) [confirm]~~ 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: ~~Name of Attorney: Email Address: Name of Firm: Mailing Address: Telephone:~~
Settlement Administrator: ~~Name of Company: Email Address: Mailing Address:~~

Francis A. DiGiacco Apex Class Action Administration LLC Andrew E. Hillier 18 Technology Drive, Suite 154 Hunter S. Matos Irvine, CA 92618 Harlan Hillier DiGiacco LLP Telephone: ~~Fax Number:~~ 800-355-0700

701 Island Ave., Second Floor Email: info@apexclassaction.com San Diego, CA 92101
frankie@hhdlaw.com andrew@hhdlaw.com hunter@hhdlaw.com

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your ~~settlement~~ 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~~ you should consult the California State Controller's Office Unclaimed Property Fund for instructions on how to retrieve the ~~funds] [you will have no way to recover the money].~~ 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.

EXHIBIT 3

HARLAN HILLIER DIGIACCO LLP

Jordon R. Harlan
Andrew E. Hillier
Francis A. DiGiacco
701 Island Avenue, Suite 200
San Diego, CA 92101
619.330.5120
www.hhdlaw.com

VIA ONLINE FILING
Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
PAGAfilings@dir.ca.gov

June 5, 2025

Re: Morales v. Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services Inc. – PAGA NOTIFICATION

Dear Representative:

I. INTRODUCTION

My office represents Leslie Morales ("Morales") with respect to her claims under the California Labor Code against Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services ("Employer"). Employer provides general contracting and painting services. Morales worked for Employer between August 2022 and September 2024 as a Projects Coordinator.

The purpose of this letter is to provide you with notification that Morales filed a claim against Employer with the Labor and Workforce Development Agency ("LWDA"). Morales is seeking penalties on behalf of herself, the State of California, similarly aggrieved current non-exempt employees, and similarly aggrieved former non-exempt employees (collectively "Aggrieved Employees") of Employer. This letter is sent in compliance with California Labor Code §2699.3.

II. CALIFORNIA LAW CONCERNING THE PRIVATE ATTORNEY GENERALS ACT AND NOTIFICATION

California law endows the LWDA with the power to "assess and collect civil penalties for specified violations of the Labor Code committed by an employer." (*Caliber Bodyworks, Inc. v. Superior Court*, 36 Cal. Rptr. 3d 31, 33 (Cal. Ct. App. 2005).) To supplement government-initiated actions, California's Private Attorney Generals Act ("PAGA") also "authorizes aggrieved employees, acting as private attorneys general, to recover civil penalties from their employers for violations of the Labor Code." (*Baumann v. Chase Inc. Serv. Corp.*, 747 F.3d 1117, 1119 (9th Cir. 2014); see also Cal. Lab. Code § 2699(a).) That process begins when an employee makes a complaint to the LWDA and sends notification of the complaint to the employer. This letter constitutes such notification.

/ /

III. FACTUAL AND LEGAL BASIS FOR CLAIMS

As described below and throughout this correspondence, Employer violated California wage and hour laws during Morales' and Aggrieved Employees' employment. Primarily, Employer failed to accurately track the hours worked and meal periods of Morales and Aggrieved Employees. This failure resulted in multiple violations of the Labor Code:

- Employer failed to pay Morales and Aggrieved Employees for all time worked, and thus, failed to pay minimum wage for those hours;
- Employer failed to pay Morales and Aggrieved Employees overtime pay. Morales and Aggrieved employees worked more than eight (8) hours in a day and/or more than forty (40) hours in a week, but they were not paid an overtime multiplier for any hours worked;
- Employer failed to provide Morales and Aggrieved Employees meal breaks. As a matter of policy, Employer did not allow, permit, and/or authorize Morales and Aggrieved Employees to take meal breaks before the completion of the fifth hour of shifts. Employer failed to pay Morales and Aggrieved Employees the requisite compensatory premiums for failing to provide compliant meal breaks;
- Employer failed to provide Morales and Aggrieved Employees rest breaks. As a matter of policy, Employer did not allow, permit, and/or authorize Morales and Aggrieved Employees to take rest breaks per four hours (or major fraction thereof) of work. Employer failed to pay Morales and Aggrieved Employees the requisite compensatory premiums for failing to provide compliant rest breaks;
- Employer failed to track Morales' and Aggrieved Employees' time worked. Defendant did not track employees start times, stop times, meal break start times, meal break end times, pay rates, or hours worked;
- Employer failed to provide accurate wage statements to Morales and Aggrieved Employees;
- Employer failed to provide all owed compensation to Morales and Aggrieved Employees at the end of each pay period; and
- Employer failed to pay all wages owed within the allotted legal time frame following separation of employment.

A. MINIMUM WAGE VIOLATIONS

Morales and Aggrieved Employees were not paid at all for some time worked. Employer's failure to pay any wages for this time worked resulted in a failure to pay California's minimum wage. Employer thus violated Wage Order No. 16 (Cal. Code Regs., tit. 8, § 11160(4)) and California Labor Code §§ 1194 and 1198.

Morales and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f); Wage Order Penalties pursuant to paragraph (18)(A) of Wage Order No. 16; penalties pursuant to California Labor Code §§ 558, 1194.2, 1197.1, and 1199; and attorney's fees and costs.

B. OVERTIME VIOLATIONS

Morales and Aggrieved Employees were engaged, suffered, and/or permitted to work more than eight (8) hours per day and/or more than forty (40) hours in a week. However, Morales and Aggrieved Employees were not paid for overtime worked at the appropriate rate of one-and-one-half times their regular rate of compensation. Employer's conduct violated California Labor Code § 510.

Morales and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f); Wage Order penalties pursuant to paragraph (18)(A) of Wage Order No. 16; penalties pursuant to California Labor Code §§ 558, 1197.1, and 1199; and attorney's fees and costs.

C. MEAL PERIOD VIOLATIONS

Morales and Aggrieved Employees were required to work more than five hours per day, but were not provided, authorized, and/or permitted to take uninterrupted 30-minute meal periods before the completion of the fifth hour of their shifts. Meal periods that were afforded to Morales and Aggrieved Employees were regularly interrupted by Employer. Accordingly, Employer violated Wage Order No. 16 (Cal. Code Regs., tit. 8, § 11160 (11)(A)) and California Labor Code §§ 226.7(b), 512(a), and 1198.

Morales and Aggrieved Employees did not receive an hour of premium pay for the meal periods Employer failed to authorize and/or provide. Thus, Employer violated Wage Order No. 16 (Cal. Code Regs., tit. 8, § 11160 (11)(D)) and California Labor Code §§ 226.7(c) and 1198.

Morales and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), Wage Order Penalties pursuant to paragraph (18)(A) of Wage Order No. 16, California Labor Code §§ 558 and 1199 penalties, and attorneys' fees and costs.

D. REST PERIOD VIOLATIONS

Morales and Aggrieved Employees were not provided, authorized, and/or permitted rest breaks when they worked shifts longer than four (4) hours or a major fraction thereof. Accordingly, Employer violated Wage Order No. 16 (Cal. Code Regs., tit. 8, § 11160 (11)(A)) and California Labor Code §§ 226.7(b) and 1198.

Morales and Aggrieved Employees did not receive one hour of premium pay for each rest period not provided, authorized, and/or permitted. Accordingly, Employer violated Wage Order No. 16 (Cal. Code Regs., tit. 8, § 11160 (12)) and California Labor Code §§ 226.7(c), and 1198.

Morales and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), Wage Order Penalties pursuant to paragraph (18)(A) of Wage Order No. 16, California Labor Code §§ 558 and 1199 penalties, and attorneys' fees and costs.

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E. WAGE STATEMENT VIOLATIONS

Employer failed to provide Morales and Aggrieved Employees with accurate wage statements. The wage statements failed to accurately identify Morales's hours worked, compensation, and overtime worked. Accordingly, Employer violated California Labor Code §§ 226(a) and 1198.

Morales and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), California Labor Code §§ 226(e), 226.3, and 1199 penalties, and attorney's fees and costs.

F. RECORD KEEPING VIOLATIONS

As explained above, significant and necessary information is missing from Employer's records concerning hours worked by and payments made to Morales and Aggrieved Employees. Employer does not have accurate records relating to Morales and Aggrieved Employees' work periods, meal periods, total daily hours worked, rates of pay, and/or total hours worked per payroll period. Accordingly, Employer violated Wage Order No. 16 (Cal. Code Regs., tit. 8, § 11160 (7)(A)) and California Labor Code §§ 1198 and 1174(d).

Morales and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), Wage Order Penalties pursuant to paragraph (18)(A) of Wage Order No. 16, California Labor Code §§ 1174.5 and 1199 penalties, and attorney's fees and costs.

G. TIMING OF PAYMENTS DURING EMPLOYMENT VIOLATIONS

As to each pay period, Morales and Aggrieved Employees were not paid the wages owed (including, but not limited to, overtime, minimum wages, and meal period premiums, as described above). Accordingly, Employer violated California Labor Code § 204(a).

Morales and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), California Labor Code §§ 210 and 1199 penalties, and attorney's fees and costs.

H. PAYMENTS POST SEPARATION VIOLATIONS

Employer willfully failed to promptly pay Morales and Aggrieved Employees all wages owed at the time of termination of employment or any time thereafter. As described above, employer failed to pay all wages during Aggrieved Employees' employment and did not furnish those wages at the time of separation. Accordingly, Employer violated California Labor Code §§ 201-203.

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Morales and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), California Labor Code §§ 203 and 1199 penalties, and attorney's fees and costs.

***

Thank you for your attention to these matters.

Sincerely,



Andrew E. Hillier, Esq.

Notice provided to Employer via Certified Mail

Kathleen Jane Hargrave
Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services
720 Indigo Ct
Pomona, CA, 91767

EXHIBIT 4

Department of Industrial Relations
STATE OF CALIFORNIA

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1102760-25
Plaintiff for PAGA Case: Leslie Morales
Filer/Attorney for PAGA Case: Anthony Felix
Law Firm for PAGA Plaintiff: Harlan Hillier DiGiacco LLP
Employer: Hughes-Nelson Painting, Inc. dba Apex Imaging Services Inc.
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Los Angeles County Superior Court
PAGA Court Case Number: 25STCV16345
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional Document submitted with Court Complaint on 08/24/2026 03:10:58 PM by Hunter Matos	E117108751.pdf	08/24/2026 03:11 PM	Court Complaint
Amended Notice Submitted on 05/08/2026 03:29:37 PM by Hunter Matos	Morales - LWDA - Amended PAGA Notification Letter.pdf	05/08/2026 03:29 PM	Amended Notice
Court Complaint Submitted on 08/24/2026 03:06:55 PM by Hunter Matos	Morales - Pleadings - FAC.pdf	08/24/2026 03:06 PM	Court Complaint
Court Complaint Submitted on 08/24/2026 03:10:58 PM by Hunter Matos	Stipulation and Order Granting Plaintiff Leave to File a Second Amended Complaint.pdf	08/24/2026 03:11 PM	Court Complaint
Court Complaint Submitted on 11/17/2026 05:20:54 PM by Hunter Matos	Second Amended Class Action Complaint & Enforcement Action Under the Private Attorneys General Act.pdf	11/17/2026 05:20 PM	Court Complaint
PAGA Notice Submitted on 06/03/2025 03:56:41 PM by Anthony Felix	Morales - LWDA - PAGA Notification Letter.pdf	06/03/2025 03:56 PM	PAGA Notice
Proposed Settlement Submitted on 08/27/2026 09:30:27 AM by Hunter Matos	Morales Long Form Signed (002).pdf	08/27/2026 09:30 AM	Proposed Settlement

EXHIBIT 5

HARLAN HILLIER DIGIACCO LLP

Jordon R. Harlan
Andrew E. Hillier
Francis A. DiGiacco
701 Island Avenue, Suite 200
San Diego, CA 92101
619.330.5120
www.hhdlaw.com

VIA ONLINE FILING
Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
PAGAfilings@dir.ca.gov

May 8, 2026

Re: Morales v. Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services Inc. – Amended PAGA NOTIFICATION - LWDA-CM-1102760-25

Dear Representative:

I. INTRODUCTION

My office represents Leslie Morales ("Morales") with respect to her claims under the California Labor Code against Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services ("Employer"). Employer provides general contracting and painting services. Morales worked for Employer between August 2022 and September 2024 as a Project Coordinator.

The purpose of this letter is to provide you with notification that Morales filed a claim against Employer with the Labor and Workforce Development Agency ("LWDA"). Morales is seeking penalties on behalf of herself, the State of California, similarly aggrieved current non-exempt employees, and similarly aggrieved former non-exempt employees (collectively "Aggrieved Employees") of Employer. This letter is sent in compliance with California Labor Code §2699.3.

This Amended PAGA Notification supplements and amends the original PAGA Notification submitted to the LWDA on June 3, 2025. This amended notice is being submitted to: (1) clarify that the applicable Industrial Welfare Commission Wage Order is Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040), governing professional, technical, clerical, mechanical, and similar occupations, which applies to the office and administrative employees at issue; and (2) add violations of California Labor Code § 2802 for Employer's failure to reimburse necessary business-related expenses. All other allegations and theories of recovery set forth in the original notification remain in effect.

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II. CALIFORNIA LAW CONCERNING THE PRIVATE ATTORNEY GENERALS ACT AND NOTIFICATION

California law endows the LWDA with the power to "assess and collect civil penalties for specified violations of the Labor Code committed by an employer." (*Caliber Bodyworks, Inc. v. Superior Court*, 36 Cal. Rptr. 3d 31, 33 (Cal. Ct. App. 2005).) To supplement government-initiated actions, California's Private Attorney Generals Act ("PAGA") also "authorizes aggrieved employees, acting as private attorneys general, to recover civil penalties from their employers for violations of the Labor Code." (*Baumann v. Chase Inc. Serv. Corp.*, 747 F.3d 1117, 1119 (9th Cir. 2014); see also Cal. Lab. Code § 2699(a).) That process begins when an employee makes a complaint to the LWDA and sends notification of the complaint to the employer. This letter constitutes such notification.

III. FACTUAL AND LEGAL BASIS FOR CLAIMS

As described below and throughout this correspondence, Employer violated California wage and hour laws during Morales' and Aggrieved Employees' employment. Primarily, Employer failed to accurately track the hours worked and meal periods of Morales and Aggrieved Employees, and failed to reimburse necessary business expenses. These failures resulted in multiple violations of the Labor Code:

- Employer failed to pay Morales and Aggrieved Employees for all time worked, and thus, failed to pay minimum wage for those hours;
- Employer failed to pay Morales and Aggrieved Employees overtime pay. Morales and Aggrieved Employees worked more than eight (8) hours in a day and/or more than forty (40) hours in a week, but they were not paid an overtime multiplier for any hours worked;
- Employer failed to provide Morales and Aggrieved Employees meal breaks. As a matter of policy, Employer did not allow, permit, and/or authorize Morales and Aggrieved Employees to take meal breaks before the completion of the fifth hour of shifts. Employer failed to pay Morales and Aggrieved Employees the requisite compensatory premiums for failing to provide compliant meal breaks;
- Employer failed to provide Morales and Aggrieved Employees rest breaks. As a matter of policy, Employer did not allow, permit, and/or authorize Morales and Aggrieved Employees to take rest breaks per four hours (or major fraction thereof) of work. Employer failed to pay Morales and Aggrieved Employees the requisite compensatory premiums for failing to provide compliant rest breaks;
- Employer failed to track Morales' and Aggrieved Employees' time worked. Employer did not track employees' start times, stop times, meal break start times, meal break end times, pay rates, or hours worked;
- Employer failed to provide accurate wage statements to Morales and Aggrieved Employees;
- Employer failed to provide all owed compensation to Morales and Aggrieved Employees at the end of each pay period;

- Employer failed to pay all wages owed within the allotted legal time frame following separation of employment; and
- Employer failed to reimburse Morales and Aggrieved Employees for necessary business-related expenses, including but not limited to costs incurred for the use of personal cell phones for work-related purposes.

A. MINIMUM WAGE VIOLATIONS

Morales and Aggrieved Employees were not paid at all for some time worked. Employer's failure to pay any wages for this time worked resulted in a failure to pay California's minimum wage. Employer thus violated Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040) and California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198.

Morales and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f); Wage Order Penalties pursuant to Section 20 of Wage Order No. 4; penalties pursuant to California Labor Code §§ 558, 1194.2, 1197.1, and 1199; and attorney's fees and costs.

B. OVERTIME VIOLATIONS

Morales and Aggrieved Employees were engaged, suffered, and/or permitted to work more than eight (8) hours per day and/or more than forty (40) hours in a week. However, Morales and Aggrieved Employees were not paid for overtime worked at the appropriate rate of one-and-one-half times their regular rate of compensation. Employer's conduct violated California Labor Code § 510 and Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040).

Morales and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f); Wage Order penalties pursuant to Section 20 of Wage Order No. 4; penalties pursuant to California Labor Code §§ 558, 1197.1, and 1199; and attorney's fees and costs.

C. MEAL PERIOD VIOLATIONS

Morales and Aggrieved Employees were required to work more than five hours per day, but were not provided, authorized, and/or permitted to take uninterrupted 30-minute meal periods before the completion of the fifth hour of their shifts. Meal periods that were afforded to Morales and Aggrieved Employees were regularly interrupted by Employer. Accordingly, Employer violated Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040(11)(A)) and California Labor Code §§ 226.7(b), 512(a), and 1198.

Morales and Aggrieved Employees did not receive an hour of premium pay for the meal periods Employer failed to authorize and/or provide. Thus, Employer violated Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040(11)(D)) and California Labor Code §§ 226.7(c) and 1198.

Morales and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), Wage Order Penalties pursuant to Section 20 of Wage Order No. 4, California Labor Code §§ 558 and 1199 penalties, and attorneys' fees and costs.

D. REST PERIOD VIOLATIONS

Morales and Aggrieved Employees were not provided, authorized, and/or permitted rest breaks when they worked shifts longer than four (4) hours or a major fraction thereof. Accordingly, Employer violated Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040(12)(A)) and California Labor Code §§ 226.7(b) and 1198.

Morales and Aggrieved Employees did not receive one hour of premium pay for each rest period not provided, authorized, and/or permitted. Accordingly, Employer violated Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040(12)(B)) and California Labor Code §§ 226.7(c) and 1198.

Morales and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), Wage Order Penalties pursuant to Section 20 of Wage Order No. 4, California Labor Code §§ 558 and 1199 penalties, and attorneys' fees and costs.

E. WAGE STATEMENT VIOLATIONS

Employer failed to provide Morales and Aggrieved Employees with accurate wage statements. The wage statements failed to accurately identify Morales's and Aggrieved Employees' hours worked, compensation, and overtime worked. Accordingly, Employer violated California Labor Code §§ 226(a) and 1198.

Morales and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), California Labor Code §§ 226(e), 226.3, and 1199 penalties, and attorney's fees and costs.

F. RECORD KEEPING VIOLATIONS

As explained above, significant and necessary information is missing from Employer's records concerning hours worked by and payments made to Morales and Aggrieved Employees. Employer does not have accurate records relating to Morales' and Aggrieved Employees' work periods, meal periods, total daily hours worked, rates of pay, and/or total hours worked per payroll period. Accordingly, Employer violated Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040(7)(A)) and California Labor Code §§ 1198 and 1174(d).

Morales and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), Wage Order Penalties pursuant to Section 20 of Wage Order No. 4, California Labor Code §§ 1174.5 and 1199 penalties, and attorney's fees and costs.

G. TIMING OF PAYMENTS DURING EMPLOYMENT VIOLATIONS

As to each pay period, Morales and Aggrieved Employees were not paid the wages owed (including, but not limited to, overtime, minimum wages, and meal period premiums, as described above). Accordingly, Employer violated California Labor Code § 204(a).

Morales and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), California Labor Code §§ 210 and 1199 penalties, and attorney's fees and costs.

H. PAYMENTS POST SEPARATION VIOLATIONS

Employer willfully failed to promptly pay Morales and Aggrieved Employees all wages owed at the time of termination of employment or any time thereafter. As described above, Employer failed to pay all wages during Aggrieved Employees' employment and did not furnish those wages at the time of separation. Accordingly, Employer violated California Labor Code §§ 201-203.

Morales and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), California Labor Code §§ 203 and 1199 penalties, and attorney's fees and costs.

I. BUSINESS EXPENSE REIMBURSEMENT VIOLATIONS

Employer failed to reimburse Morales and Aggrieved Employees for all necessary business-related expenses incurred in the discharge of their job duties. Specifically, Employer required Morales and Aggrieved Employees to use their personal cell phones for work-related communications, including communicating with team members, vendors, and clients regarding the status of projects, but failed to reimburse Morales and Aggrieved Employees for any portion of the costs they incurred to use their personal cell phones for work. Employer thereby unlawfully passed its operating costs onto its employees in violation of California Labor Code § 2802. (*See Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144.)

Morales and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), California Labor Code §§ 2802(c) and 1199 penalties, reimbursement of all necessary expenditures pursuant to California Labor Code § 2802(a), interest pursuant to California Labor Code § 2802(b), and attorney's fees and costs.

***

Thank you for your attention to these matters.

Sincerely,



Andrew E. Hillier, Esq.

EXHIBIT 6

Electronically Received 11/05/2025 05:12 PM

Jordon R. Harlan (SBN 273978)
jordon@hhdlaw.com
Andrew E. Hillier (SBN 295779)
andrew@hhdlaw.com
Francis A. DiGiacco (SBN 265625)
frankie@hhdlaw.com
HARLAN HILLIER DIGIACCO LLP
701 Island Ave., Second Floor
San Diego, CA 92101
Tel. (619) 330-5120
Fax. (619) 839-3895

Attorneys for Plaintiff LESLIE MORALES
similarly situated individuals, and Aggrieved Employees

Collin D. Cook (SBN 251606)
E-Mail: ccook@fisherphillips.com
Aaron M. Cargain (SBN 281336)
E-Mail: acargain@fisherphillips.com
FISHER & PHILLIPS LLP
1 Montgomery Street, Suite 3400
San Francisco, California 94104
Telephone: (415) 490-9000
Facsimile: (415) 490-9001

Attorneys for Defendant Hughes-Nelson Painting, Inc.
d/b/a Apex Imaging Services Inc.,

FILED
Superior Court of California
County of Los Angeles
11/10/2025
David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

Case No: 25STCV16345

LESLIE MORALES, individually, and on behalf of other members of the general public similarly situated and as an Aggrieved Employee pursuant to the Private Attorneys General Act ("PAGA"),

Plaintiff,

v.

HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES INC., a California Corporation; and DOES 1 through 10, inclusive,

Defendants.

STIPULATION AND ORDER GRANTING PLAINTIFF LEAVE TO FILE A FIRST AMENDED COMPLAINT FOR DAMAGES

Hon. Timothy Patrick Dillon
Dept. 15

WHEREAS, on June 5, 2025, Plaintiff, LESLIE MORALES ("Plaintiff") filed her Complaint for Unpaid Minimum Wages, Unpaid Overtime, Failure to Provide Meal Periods, Failure to Provide Rest Periods, Non-Complaint Wage Statements and Failure to Maintain Records, Wages Not Timely Paid Upon Termination, Unreimbursed Business Expenses, Unlawful Business Practices and Unfair Business Practices in this action against HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES INC., a California Corporation, and DOES 1 through 10 ("Defendants");

WHEREAS, on June 5, 2025, Plaintiff sent a Notice to the Labor Workforce Development Agency (LWDA) and to Defendants outlining Plaintiff's claims under the Private Attorney Generals Act (PAGA), Labor Code §§ 2698 *et seq.*;

WHEREAS, pursuant to California Labor Code § 2699.3(a)(2)(B), the LWDA had 65 days to accept those claims for investigation and inform the Parties that it would investigate (the Evaluation Period);

WHEREAS, the Evaluation Period ended on August 10, 2025;

WHEREAS, the LWDA did not inform the Parties that it would investigate the claims in this matter (or provide any other response);

WHEREAS, pursuant to California Labor Code § 2699.3(a)(2)(C), Plaintiff was entitled to file an amended complaint to add a PAGA cause of action in this case as a matter of right within 60 days of the end of the Evaluation Period (i.e., by October 9, 2025);

WHEREAS, on September 29, 2025, Plaintiff filed a First Amended Complaint, adding a cause of action for civil penalties under PAGA;

WHEREAS, the Court rejected the First Amended Complaint for Damages on October 1, 2025;

WHEREAS, the Parties agree that Plaintiff's First Amended Complaint should have been accepted by the Court because Plaintiff had a right to file the amended pleading as a matter of right;

WHEREAS, a copy of Plaintiff's proposed First Amended Complaint for Damages is attached hereto as **Exhibit 1;**

WHEREAS, Plaintiff acknowledges that Defendant, by stipulating to Plaintiff's filing of the First Amended Complaint, does not waive any right to challenge the jurisdiction of this Court,

including the right to assert that Plaintiff's class claims should be stricken, her individual claims arbitrated, and the representative PAGA claim stayed pending the outcome of individual arbitration.

WHEREAS, Plaintiff further recognizes that Defendant, by stipulating to the filing of the First Amended Complaint, does not waive any right to challenge the allegations contained therein or whether this matter can properly proceed as a class or PAGA action.

IT IS HEREBY STIPULATED, by and between Plaintiff and Defendant, by and through their respective counsel, that:

1. Pursuant to California Labor Code § 2699.3(a)(2)(C), Plaintiff should be granted leave to amend her Complaint for the purpose of adding a cause of action under PAGA.
2. The First Amended Complaint should be deemed filed as of September 29, 2025.

DATED: November 5, 2025 HARLAN HILLIER DIGIACCO LLP

By: _____

Andrew E. Hillier
Attorney for Plaintiff,
LESLIE MORALES

DATED: November 5, 2025 FISHER & PHILIPS LLP

By: /s/ Aaron M. Cargain

Aaron M. Cargain
Attorney for Defendant,
HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES INC.

~~[PROPOSED]~~ ORDER

The Court having reviewed the foregoing Stipulation, and good cause appearing therefore:

IT IS HEREBY ORDERED that Plaintiff, LESLIE MORALES is granted leave to amend to file her First Amended Complaint for Damages.

IT IS FURTHER ORDERED that the First Amended Complaint for Damages is deemed filed as of September 29, 2025.

IT IS SO ORDERED.

DATED: 11/10/2025

Hon. Timothy Patrick Dillon

Timothy Patrick Dillon / Judge

Exhibit 1

Jordon R. Harlan (SBN 273978)
jordon@hhdlaw.com
Andrew E. Hillier (SBN 295779)
andrew@hhdlaw.com
Francis A. DiGiacco (SBN 265625)
frankie@hhdlaw.com
HARLAN HILLIER DIGIACCO LLP
701 Island Ave., Second Floor
San Diego, CA 92101
Tel. (619) 330-5120
Fax. (619) 839-3895

Sabrina D. Sanders (SBN 233833)
ssanders@lfecr.com
LAWYERS FOR EMPLOYMENT AND CONSUMER RIGHTS APC
3500 West Olive Ave., Third Floor
Burbank, CA 91505
Tel. (844) 619-7541
Fax. (323) 306-5571

Attorneys for Plaintiff, similarly situated individuals, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

Case No: 25STCV16345

LESLIE MORALES, individually, and on behalf of other members of the general public similarly situated and as an Aggrieved Employee pursuant to the Private Attorneys General Act ("PAGA"),

Plaintiff,

v.

HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES INC., a California Corporation; and DOES 1 through 10, inclusive,

Defendants.

CLASS ACTION FIRST AMENDED COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.

(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 AND UNFAIR BUSINESS PRACTICES)

DEMAND FOR JURY TRIAL

Plaintiff LESLIE MORALES individually, and on behalf of all other members of the public similarly situated and as an Aggrieved Employee and on behalf of all other Aggrieved Employees, alleges as follows:

JURISDICTION AND VENUE

1. This class action and state enforcement action is brought pursuant to California Code of Civil Procedure section 382 and California Labor Code sections 2698 et seq. ("PAGA") to recover damages, statutory penalties, civil penalties and any other available relief on behalf of Plaintiff, the State of California, and other current and former employees who worked for Defendants in California as non-exempt, hourly-paid employees who received at least one physical wage statement and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage Order were committed, as set forth in this complaint. The monetary damages, penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over all Defendants because, on information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because Defendants employ persons in this county and employed Plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

5. California Labor Code sections 2698 *et seq*., the "Labor Code Private Attorneys General Act of 2004" ("PAGA"), authorize Aggrieved Employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various

provisions in the California Labor Code.

THE PARTIES

6. Plaintiff, at all times relevant to the claims asserted herein, was a resident of Hawthorne in Los Angeles County, California. Defendants employed and misclassified Plaintiff as a salaried, exempt employee from on or about August 2022 to on or about September 2024. Plaintiff initially started working for HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES ("Defendant") as a Projects Coordinator who performed their work throughout Los Angeles County, California. During their employment, Plaintiff typically worked 9 to 10 hours per day, 5 days per week, and approximately 45 to 50 or more hours per week. Their job duties included, without limitation, reporting on meetings between team members and clients, communicating with team and clients about the statuses of projects, material ordering, and emailing with vendors.

7. Defendant was and is, upon information and belief, a California Corporation doing business in California, with its principal place of business in Pomona, California, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

8. Plaintiff is unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the complaint and serve such fictitiously named defendants once their names and capacities become known.

9. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 are the partners, agents, owners, shareholders, managers, or employees of HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES at all relevant times.

10. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES; and/or DOES 1 through 10 (collectively "Defendants"), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy

of Defendants.

11. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

12. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

13. Under California law, Defendants are jointly and severally liable as employers for the violations alleged herein because they have each exercised sufficient control over the wages, hours, working conditions, and employment status of Plaintiff and class members. Each defendant had the power to hire and fire Plaintiff and class members, supervised and controlled their work schedule and/or conditions of employment, determined their rate of pay, and maintained their employment records. Defendants suffered or permitted Plaintiff and class members to work and/or "engaged" Plaintiff and class members so as to create a common-law employment relationship. As joint employers of Plaintiff and class members, Defendants are jointly and severally liable for the civil penalties and all other relief available to Plaintiff and class members under the law.

14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times, Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other class members because Defendants have (a) jointly exercised meaningful control over the work performed by Plaintiff and class members; (b) jointly exercised meaningful control over Plaintiff and class members' wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiff and class members; (c) jointly required that Plaintiff and class members perform work which is an integral part of Defendants' businesses; and (d) jointly exercised control over Plaintiff and class members as a matter of economic reality in that Plaintiff and class members were dependent on Defendants, who shared the power to set the wages of Plaintiff and class members and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and

noncompliance with other statutory provisions governing their employment.

15. Plaintiff is informed and believes, and further alleges, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased. HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES and DOES 1 through 10 are therefore alter egos of each other. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES.

CLASS ACTION ALLEGATIONS

16. Plaintiff brings this action on their own behalf, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure section 382.

17. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

18. Plaintiff's proposed class consists of and is defined as follows:

> **All persons who are or were employed by Defendants as nonexempt, hourly-paid employees in California within four years prior to the filing of this complaint until the date of trial ("Class").**

19. Plaintiff's proposed subclass consists of and is defined as follows:

> **All persons who are or were employed by Defendants as nonexempt, hourly-paid employees in California within one year prior to the filing of this complaint until the date of trial who received a wage statement from Defendants ("Subclass").**

20. Members of the Class and Subclass will hereinafter be referred to as "class members."

21. Plaintiff reserves the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

22. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

a. Whether Defendants required Plaintiff and class members to work off-the-clock without payment;

b. Whether Defendants authorized, suffered, and/or permitted Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiff and class members;

c. Whether Defendants failed to pay at least minimum wages for all hours worked by Plaintiff and class members;

d. Whether Defendants failed to provide Plaintiff and class members with legally compliant meal periods;

e. Whether Defendants failed to provide Plaintiff and class members with legally compliant rest periods;

f. Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);

g. Whether Defendants maintained payroll records as required by California Labor Code section 1174(d);

h. Whether Defendants failed to pay earned overtime wages, minimum wages, and meal and rest period premiums due to Plaintiff and class members upon their discharge;

i. Whether Defendants failed timely to pay overtime wages, minimum wages, and meal and rest period premiums to Plaintiff and class members during their employment;

j. Whether Defendants reimbursed Plaintiff and class members for business-related expenses they incurred as a result of their employment;

k. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and

l. The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California Law.

23. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

a. Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom Plaintiff has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.

c. Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom Plaintiff has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that Plaintiff has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorney's fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

e. Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions

provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

GENERAL ALLEGATIONS

24. Defendants are employers as defined by the California Labor Code. Within California, Defendants are estimated to employ over 100 persons.

25. Upon information and belief, Defendants maintain a single, centralized Human Resources Department in Pomona, California, which is responsible for collecting and processing all new hire paperwork, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest break policies, to employees throughout California.

26. Upon information and belief, Plaintiff and class members received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees' assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee's time of hire.

27. Upon information and belief, all transactions regarding hiring, terminations, promotions, pay increases, and employee transfers, etc., relating to Defendants' California employees were submitted to and processed by Defendants' HR department in Pomona, California. Additionally, upon information and belief, Defendants' corporate records, business records, data, and other information related to Defendants, including, in particular, HR records pertaining to Defendants' California employees, are also maintained at Defendants' corporate headquarters in Pomona, California.

28. Upon information and belief, Defendants maintain a centralized Payroll department in Pomona, California, which processes payroll for all non-exempt, hourly-paid employees working for Defendants at their various locations in California, including Plaintiff and class members. Upon information and belief, Defendants issued the same formatted wage statements to all non-exempt

employees in California, irrespective of their work location. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout California, regardless of the manner in which each employee's employment ends.

29. Defendants employed non-exempt, hourly-paid employees within California from August 2022 to September 2024.

30. Upon information and belief, Defendants, at all times herein mentioned, were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

31. Upon information and belief, Plaintiff and class members were not paid for all hours worked because all hours worked were not recorded. Defendant misclassified Plaintiff and class members as exempt employees. As they received a fixed wage each pay period, regardless of the number of hours worked, they were not compensated for any hours worked in excess of eight per day or forty per week.

32. Upon information and belief, Defendants knew or should have known that Plaintiff and class members were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation. Plaintiff and class members were owed overtime compensation for all work in excess of eight hours per day or forty per week, but Defendant failed to provide them with such compensation.

33. Upon information and belief, Defendants knew or should have known that Plaintiff and class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and class members were not paid at least minimum wages for work done off-the-clock.

34. Upon information and belief, Defendants knew or should have known that Plaintiff and class members were entitled to meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members were not

provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period. Defendants failed to provide Plaintiff and class members with compliant meal periods. Because of Defendants' practices and/or policies, Plaintiff and class members were required to continue to perform their duties without being able to take a timely, compliant meal period. Plaintiff and class members had to work through part or all of their meal periods, have their meal periods interrupted, and/or wait extended periods of time before taking meal periods. Further, Defendants did not provide Plaintiff and class members with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Plaintiff and class members did not sign valid meal break waivers on days that they were entitled to meal periods and were not relieved of all duties. Defendants engaged in a systematic, company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods were not provided.

35. Upon information and belief, Defendants knew or should have known that Plaintiff and class members were entitled to rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with a compliant rest period and that Plaintiff and class members were not provided compliant rest periods or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided a compliant rest period. During the relevant time period, Defendants regularly failed to authorize and/or permit Plaintiff and class members to take a 10-minute rest period per each four-hour period worked or major fraction thereof. Additionally, Defendants had no policy of scheduling rest periods for employees, which further impeded and prevented Plaintiff and class members from taking rest periods.

36. Upon information and belief, Defendants knew or should have known that Plaintiff and class members were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, Plaintiff and class members were not provided complete and accurate wage statements. Specifically, meal and/or rest period premiums owed to class members were not reflected on their wage statements. Further, Defendants misrepresented class members' hours worked and overtime compensation, as discussed above.

Thus, Defendants did not furnish wage statements to Plaintiff and class members containing accurate totals of the hours worked (Lab. Code § 226(a)(2)), the number of hours worked at each hourly rate (Lab. Code § 226(a)(9), the net wages earned (Lab. Code § 226(a)(5)) and gross wages earned (Lab. Code § 226(a)(1)).

37. Upon information and belief, Defendants knew or should have known that they had a duty to maintain accurate and complete payroll records in accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly, and intentionally failed to do so. During the relevant time period, Defendants failed, on a company-wide basis, to keep accurate records of shift start and stop times and meal period start and stop times for Plaintiff and class members. Furthermore, in light of Defendants' failure to provide Plaintiff and class members with second 30-minute meal periods to which they were entitled, Defendants failed to keep accurate records of meal start and end times for second meal periods.

38. Upon information and belief, Defendants knew or should have known that Plaintiff and class members were entitled to timely payment of all wages earned upon termination of employment. In violation of the California Labor Code, Plaintiff and class members did not receive payment of all wages due, including, but not limited to, overtime wages, minimum wages, and meal and rest period premiums, within permissible time periods.

39. Upon information and belief, Defendants knew or should have known that Plaintiff and class members were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiff and class members did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, and meal and rest period premiums, within permissible time periods.

40. Upon information and belief, Defendants knew or should have known that Plaintiff and class members were entitled to receive reimbursement for all business-related expenses and costs they incurred during the course and scope of their employment, and that they did not receive reimbursement of applicable business-related expenses and costs they incurred. During the relevant time period, Defendants, on a company-wide basis, required that Plaintiff and class members use their own cell phone for business use. Defendants failed to sufficiently reimburse Plaintiff and other

employees for those costs.

41. Defendants engaged in a systematic, company-wide policy to not reimburse its employees for necessary business expenses. Defendants could have provided Plaintiff and class members with the actual tools for use on the job, or reimbursed employees for the cost of the cell phone use but instead, Defendants passed these operating costs off onto Plaintiff and class members.

42. Upon information and belief, Defendants, at all times herein mentioned, knew or should have known that they had a duty to compensate Plaintiff and class members for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and class members that they were provided all wages, all in order to increase Defendants' profits.

Claims for Penalties Under 2004 Private Attorneys General Act

43. Plaintiff asserts a representative action filed pursuant to PAGA, §§ 2698, 2699, on behalf of themself as well as on behalf of similarly situated Aggrieved Employees.

44. The "Representative Period" means from **December 3, 2023** to the present, the timeframe where the scope of statute allows Plaintiff to recover wages and penalties.

45. At all times during the Representative Period, all the Aggrieved Employees were employed in the same or similar job as Plaintiff and were paid in the same manner and under the same standard employment procedures and practices as the Plaintiff.

46. California law provides that an employee may file an action against an employer to recover penalties for violations of the Labor Code and Wage Orders provided the Aggrieved Employee files an action on behalf of him or herself and similarly-situated current and former employees.

47. At all material times, Defendants and DOES 1 through 10 were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

48. On June 3, 2025, Plaintiff's counsel sent letters to the California Labor and Workforce Development Agency (hereinafter referred to as "LWDA") and to Defendants informing Defendants of the PAGA claims and Plaintiff's intent to pursue litigation.

FIRST CAUSE OF ACTION

Violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1 – Unpaid Minimum Wages

(Against All Defendants)

49. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

50. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11040(2)(K) (defining "Hours Worked").

51. Defendants did not pay at least minimum wages for off-the-clock hours worked by Plaintiff and the class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

52. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

SECOND CAUSE OF ACTION

Violation of Labor Code §§ 510 and 1198 – Unpaid Overtime

(Against all Defendants)

53. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

54. California Labor Code section 1198 provides that it is unlawful to employ an employee under conditions of labor that are prohibited by the applicable wage order. California

Labor Code section 1198 requires that "…the standard conditions of labor fixed by the commission shall be the… standard conditions of labor for employees. The employment of any employee…under conditions of labor prohibited by the order is unlawful."

55. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

56. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and class members working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

57. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and class members working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including non-discretionary bonuses and incentive pay.

58. California Labor Code section 510 codifies the right to overtime compensation at one and one-half times (1½) the regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work.

59. Plaintiff and class members routinely worked more than eight (8) and twelve (12) hours in a day.

60. During the relevant time period, Defendants willfully failed to pay all overtime wages owed to Plaintiff and class members. Specifically, Plaintiff and class members were not paid overtime premiums for all hours worked in excess of eight (8) hours in a day, twelve (12) hours in a day, and/or forty (40) hours in a week, because Defendants failed to accurately record all hours

worked.

61. As Plaintiff and class members regularly worked shifts exceeding eight (8) hours per day and/or forty (40) hours per week, they earned overtime premium pay. Nevertheless, Defendants failed to compensate Plaintiff and class members for all overtime hours worked.

62. Defendants' failure to pay Plaintiff and class members the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

Violations of Labor Code §§ 226.7 and 512(a) – Meal Period Violations

(Against all Defendants)

63. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

64. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California Labor Code sections 226.7, 512(a), and 1198 were applicable to Plaintiff and class members' employment by Defendants.

65. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal period must start after no more than five hours.

66. At all relevant times herein set forth, California Labor Code section 226.7 and 512(a) provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

67. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal break of not less than

thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Under California law, an employer cannot evade meal break requirements via the use of "on-duty" meal agreements because it understaffs its locations.

68. Plaintiff and class members did not receive all required off-duty meal periods and did not receive premium pay for missed meal periods. As a result, Defendants failed to provide Plaintiff and class members compliant meal periods and failed to pay the meal period premiums due.

69. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided or compensation in lieu thereof was not paid.

FOURTH CAUSE OF ACTION

Violation of Labor Code § 226.7 – Rest Break Violations

(Against all Defendants)

70. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

71. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198 were applicable to Plaintiff and class members' employment by Defendants.

72. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than 3.5 hours.

73. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the

California IWC. To comply with its obligation to provide rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest."

74. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and class members are entitled to recover from Defendants one additional hour of pay at their regular rates of pay for each workday that a required rest period was not provided.

75. As a result, Plaintiff and class members worked shifts in excess of 3.5 hours, in excess of six hours, and in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.

76. Defendants have also engaged in a company-wide practice and/or policy to not pay rest period premiums owed when compliant rest periods are not provided. As a result, Plaintiff and class members were denied rest periods and Defendants failed to pay the full rest period premiums due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order.

77. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided.

FIFTH CAUSE OF ACTION

Violation of Labor Code §§ 226(a) and 1174(d) – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

(Against all Defendants)

78. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

79. At all relevant times herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is

the employer, the inclusive dates of the pay period, the total hours worked, and all applicable rates of pay.

80. During the relevant time period, Defendants have knowingly and intentionally provided Plaintiff and class members with uniform, incomplete, and inaccurate wage statements.

81. California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall…[k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments…"

82. During the relevant time period, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and class members showing the premiums they were owed, the correct overtime compensation owed, and by failing to correctly list the gross wages and net wages earned by them.

83. Because Defendants failed to provide accurate wage statements, Plaintiff and class members have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Plaintiff and class members have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

84. Plaintiff and class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

SIXTH CAUSE OF ACTION

Violation of Labor Code §§ 201 and 202 – Wages Not Timely Paid Upon Termination

(Against all Defendants)

85. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

86. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

87. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages earned upon their discharge or resignation. Additionally, Defendant willfully failed to pay Plaintiff and other class members who are no longer employed by Defendants all their earned wages set forth above, including but not limited to, minimum wages, overtime wages, meal and rest period premium wages either at the time of discharge, or within 72 hours of their leaving Defendants' employ.

88. Defendants' failure to pay Plaintiff and those class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within 72 hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202.

89. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum pursuant to California Labor Code section 203.

SEVENTH CAUSE OF ACTION

Violation of Labor Code § 2802 – Unpaid Business-Related Expenses

(Against all Defendants)

90. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

91. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. (*Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144.)

92. Defendants' company-wide policy and/or practice of passing its operating costs on to Plaintiff and class members is in violation of California Labor Code section 2802. Defendants have intentionally and willfully failed to fully reimburse Plaintiff and class members for necessary business-related expenses and costs.

93. Plaintiff and class members are entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest.

EIGHTH CAUSE OF ACTION

For Civil Penalties Pursuant to Labor Code §§ 2698, *et seq.*

(Against All Defendants)

94. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

95. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c) permits Aggrieved Employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 1182.12.

96. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

1. Violation of Labor Code sections 1182.12. 1194, 1197, 1197.1, 1198, and the applicable IWC wage order for Defendants' failure to compensate Plaintiff and other Aggrieved Employees with at least minimum wages for all hours worked as alleged herein;
2. Violation of Labor Code sections 510, 1198, and the applicable IWC wage order for Defendants' failure to compensate Plaintiff and other Aggrieved Employees with all required overtime pay as alleged herein;
3. Violation of Labor Code sections 226.7, 512, 1198, and the applicable IWC wage order for Defendants' failure to provide Plaintiff and other Aggrieved Employees with meal and/or rest periods, as alleged herein;

4. Violation of Labor Code sections 226(a), 1198, and the applicable IWC wage order for failure to provide accurate and complete wage statements to Plaintiff and other Aggrieved Employees, as alleged herein;
5. Violations of Labor Code sections 1174(d), 1198, and the applicable IWC wage order for failure to maintain payroll records as alleged herein;
6. Violation of Labor Code section 204 for failure to pay all earned wages during employment as set forth below;
7. Violation of Labor Code sections 201, 202, and 203 for failure to pay all earned wages upon termination as alleged herein; and
8. Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other Aggrieved Employees for all business expenses necessarily incurred, as alleged herein.

NINTH CAUSE OF ACTION

Violation of Business & Professions Code §§ 17200, *et seq.* –

Unlawful Business Practices

(Against All Defendants)

97. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

98. Defendants are "persons" as defined by California Business & Professions Code sections 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

99. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unlawful business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

100. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, *et seq.*

101. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In the instant case, Defendants' policies and practices have violated state law in at least the following respects:

a. Requiring non-exempt employees, including Plaintiff and class members, to work overtime without paying them proper compensation in violation of California Labor Code sections 510 and 1198 and the applicable IWC Order and paying overtime at a lower rate than required by law, as alleged herein;

b. Failing to pay at least minimum wage to Plaintiff and class members in violation of California Labor Code sections 1182.12, 1194, 1197 and 1197.1 and the applicable IWC Order, as alleged herein;

c. Failing to provide uninterrupted meal and rest periods to Plaintiff and class members in violation of California Labor Code sections 226.7 and 512 and the applicable IWC Order, as alleged herein;

d. Failing to provide Plaintiff and class members with accurate wage statements in violation of California Labor Code section 226(a) and the applicable IWC Order and failing to maintain accurate payroll records in violation of Labor Code section 1174(d), as alleged herein;

e. Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204 and the applicable IWC Order, as alleged herein; and

f. Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein.

102. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

103. Pursuant to California Business & Professions Code sections 17200 *et seq.*, Plaintiff and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent

injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; an award of attorney fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiff requests a jury trial.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of thirty-five thousand dollars ($35,000) exclusive of interest and costs. Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

2. That this case be certified as a class action;

3. That Plaintiff be appointed as the representative of the Class and subclass;

4. That counsel for Plaintiff be appointed as class counsel.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 by willfully failing to pay minimum wages to Plaintiff and class members;

6. For general unpaid wages and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code sections 218.5, 1194(a), or as otherwise provided by law;

9. For liquidated damages pursuant to California Labor Code section 1194.2; and

10. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

11. That the Court declare, adjudge, and decree that Defendants violated California Labor

Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and class members;

12. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

13. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

14. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code sections 218.5, 1194(a), or as otherwise provided by law; and

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), and 1198 and applicable IWC Wage Order(s) by willfully failing to provide all meal periods to Plaintiff and class members;

17. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premiums pursuant to California Labor Code section 226.7(b);

20. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, California Labor Code 218.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 1198 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and class members;

24. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not provided;

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For premiums pursuant to California Labor Code section 226.7(b);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, California Labor Code 218.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem, equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and class members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential and incidental losses and damages, according to proof;

32. For injunctive relief pursuant to California Labor Code section 226(h);

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor code section 226(e)(1); and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay overtime wages, minimum wages, meal and rest period premiums, and bonus pay, owed at the time of termination of the employment of Plaintiff and other terminated class members;

37. For all actual, consequential and incidental losses and damages, according to proof;

38. For waiting time penalties according to proof pursuant to California Labor code section 203 for all employees who have left Defendants' employ;

39. For pre-judgment interest on any unpaid wages from the date such amounts were due; or as otherwise provided by law;

40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members;

43. For unpaid business-related expenses and such general and special damages as may be appropriate;

44. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

45. For all actual, consequential, and incidental losses and damages, according to proof;

46. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or otherwise provided by law; and

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2698, et seq.;

49. For penalties under PAGA (California Labor Code §§ 2698 et seq.) as described in Paragraph 96, above, in amounts to be proven at trial;

50. For statutory attorney's fees and costs pursuant to Labor Code § 2699; and as allowed by law and according to proof;

51. For costs of suit incurred herein, in amounts to be proven at the time of trial;

52. For pre- and post-judgement interest at the maximum legal rate on all amounts claims; and

53. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all

meal and rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing timely to pay Plaintiff and class members all earned wages during employment, failing to reimburse Plaintiff and class members for business-related expenses, and failing to provide written notice of information material to employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq*.;

55. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

56. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200 *et seq*.;

57. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

58. For such other and further relief as the Court may deem equitable and appropriate.

Dated: September 29, 2025

Respectfully Submitted,

By: _____

Andrew E. Hillier, Esq.
Attorney for Plaintiff,
LESLIE MORALES

EXHIBIT 7

Jordon R. Harlan (SBN 273978)
jordon@hhdlaw.com
Andrew E. Hillier (SBN 295779)
andrew@hhdlaw.com
Francis A. DiGiacco (SBN 265625)
frankie@hhdlaw.com
HARLAN HILLIER DIGIACCO LLP
701 Island Ave., Second Floor
San Diego, CA 92101
Tel. (619) 330-5120
Fax. (619) 839-3895

Colette N. Mahon (SBN 304745)
cmahon@lefecr.com
LAWYERS FOR EMPLOYMENT AND CONSUMER RIGHTS APC
3500 West Olive Ave., Third Floor
Burbank, CA 91505
Tel. (844) 619-7541
Fax. (323) 306-5571

Attorneys for Plaintiffs LESLIE MORALES and BRIANNA TORRES-CERVANTES, similarly situated individuals, and Aggrieved Employees

Electronically FILED by Superior Court of California, County of Los Angeles 5/15/2026 12:48 PM David W. Slayton, Executive Officer/Clerk of Court, By J. Nunez, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LESLIE MORALES, individually, and on behalf of other members of the general public similarly situated and as an Aggrieved Employee pursuant to the Private Attorneys General Act ("PAGA"), Plaintiff, v. HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES INC., a California Corporation; and DOES 1 through 10, inclusive, Defendants.	Case No: 25STCV16345 **STIPULATION AND [PROPOSED] ORDER GRANTING PLAINTIFF LEAVE TO FILE A SECOND AMENDED COMPLAINT** Hon. Timothy Patrick Dillon Dept. 15

WHEREAS, on June 5, 2025, Plaintiff, LESLIE MORALES ("Plaintiff") filed her Complaint for Unpaid Minimum Wages, Unpaid Overtime, Failure to Provide Meal Periods, Failure

to Provide Rest Periods, Non-Complaint Wage Statements and Failure to Maintain Records, Wages Not Timely Paid Upon Termination, Unreimbursed Business Expenses, Unlawful Business Practices and Unfair Business Practices in this action against HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES INC., a California Corporation, and DOES 1 through 10 ("Defendants");

WHEREAS, on September 29, 2025, Plaintiff filed a First Amended Complaint, adding a cause of action for civil penalties under the Private Attorney Generals Act (PAGA);

WHEREAS, on March 19, 2026, the Parties participated in an all-day mediation session facilitated by Jonathan D. Andrews, Esq., and the Parties reached a class-wide and PAGA settlement of Plaintiff's claims,

WHEREAS, on March 21, 2026, the Parties executed a Memorandum of Understanding, which identified the material terms of the Parties' agreement to settle this matter;

WHEREAS, as a material term of the Parties' settlement, the Parties agreed that Plaintiff would file a Second Amended Complaint to add Brianna Torres-Cervantes as a named Plaintiff and Class Representative and make certain amendments to the class definition and the PAGA Cause of Action;

WHEREAS, a copy of Plaintiff's proposed Second Amended Complaint is attached hereto as **Exhibit 1**;

WHEREAS, Defendant denies all of the allegations and claims in Plaintiff's original Complaint, First Amended Complaint, and proposed Second Amended Complaint.

IT IS HEREBY STIPULATED, by and between Plaintiff and Defendant, by and through their respective counsel, that:

1. Pursuant to California Code of Civil Procedure section 473(a)(1), Plaintiff is granted leave to file the Second Amended Complaint, attached hereto as Exhibit 1.
2. The Second Amended Complaint shall be deemed filed as of the date the Court enters an order approving this Stipulation.

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3. Defendant maintains and reserves all defenses to the claims asserted by Plaintiffs in this action.

DATED: May 14, 2026

HARLAN HILLIER DIGIACCO LLP

By: _____

Andrew E. Hillier
Attorneys for Plaintiffs,
LESLIE MORALES and BRIANNA TORRES-CERVANTES

DATED: May 14, 2026

FISHER & PHILLIPS LLP

By: */s/ Aaron M. Cargain*

Aaron M. Cargain
Attorney for Defendant,
HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES INC.

EXHIBIT 1

Jordon R. Harlan (SBN 273978)
jordon@hhdlaw.com
Andrew E. Hillier (SBN 295779)
andrew@hhdlaw.com
Francis A. DiGiacco (SBN 265625)
frankie@hhdlaw.com
HARLAN HILLIER DIGIACCO LLP
701 Island Ave., Second Floor
San Diego, CA 92101
Tel. (619) 330-5120
Fax. (619) 839-3895

Colette N. Mahon (SBN 304745)
cmahon@lefecr.com
LAWYERS FOR EMPLOYMENT AND CONSUMER RIGHTS APC
3500 West Olive Ave., Third Floor
Burbank, CA 91505
Tel. (844) 619-7541
Fax. (323) 306-5571

Attorneys for Plaintiff, similarly situated individuals, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

Case No: 25STCV16345

LESLIE MORALES, individually and on behalf of other members of the general public similarly situated and as an Aggrieved Employee pursuant to the Private Attorneys General Act ("PAGA"); and BRIANNA TORRES-CERVANTES, individually and on behalf of other members of the general public similarly situated,

Plaintiffs,

v.

HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES INC., a California Corporation; and DOES 1 through 10, inclusive,

Defendants.

SECOND AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.

(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 AND UNFAIR BUSINESS PRACTICES)

DEMAND FOR JURY TRIAL

Plaintiffs LESLIE MORALES and BRIANNA TORRES-CERVANTES individually, and on behalf of all other members of the public similarly situated and as an Aggrieved Employee and on behalf of all other Aggrieved Employees, alleges as follows:

JURISDICTION AND VENUE

1. This class action and state enforcement action is brought pursuant to California Code of Civil Procedure section 382 and California Labor Code sections 2698 et seq. ("PAGA") to recover damages, statutory penalties, civil penalties and any other available relief on behalf of Plaintiffs, the State of California, and other current and former employees who worked for Defendants in California as non-exempt, hourly-paid employees who received at least one physical wage statement and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage Order were committed, as set forth in this complaint. The monetary damages, penalties, and restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over all Defendants because, on information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because Defendants employ persons in this county and employed Plaintiffs in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

5. California Labor Code sections 2698 *et seq*., the "Labor Code Private Attorneys General Act of 2004" ("PAGA"), authorize Aggrieved Employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the

California Labor Code.

THE PARTIES

6. Plaintiff LESLIE MORALES, at all times relevant to the claims asserted herein, was a resident of Hawthorne in Los Angeles County, California. HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES ("Defendant") employed and misclassified LESLIE MORALES as a salaried, exempt employee from on or about August 2022 to on or about September 2024. LESLIE MORALES initially started working for Defendant as a Projects Coordinator who performed her work throughout Los Angeles County, California. During her employment, LESLIE MORALES typically worked 9 to 10 hours per day, 5 days per week, and approximately 45 to 50 or more hours per week. Her job duties included, without limitation, reporting on meetings between team members and clients, communicating with team and clients about the statuses of projects, material ordering, and emailing with vendors.

7. Plaintiff BRIANNA TORRES-CERVANTES, at all times relevant to the claims asserted herein, was a resident of Los Angeles County, California. Defendant employed and misclassified BRIANNA TORRES-CERVANTES as a salaried, exempt employee from on or about June 2023 to on or about January 2025. BRIANNA TORRES-CERVANTES worked as a Projects Coordinator who performed her work throughout Los Angeles, California. During her employment, BRIANNA TORRES-CERVANTES typically worked 8 to 11 hours per day, 5 days per week, and approximately 45 to 50 or more hours per week. Her job duties included, without limitation, reporting on meetings between team members and clients, communicating with team and clients about the statuses of projects, material ordering, and emailing with vendors. Plaintiff LESLIE MORALES and Plaintiff BRIANNA TORRES-CERVANTES are collectively referred to as "Plaintiffs" throughout.

8. Defendant was and is, upon information and belief, a California Corporation doing business in California, with its principal place of business in Pomona, California, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

9. Plaintiffs are unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the complaint

and serve such fictitiously named defendants once their names and capacities become known.

10. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10 are the partners, agents, owners, shareholders, managers, or employees of HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES at all relevant times.

11. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES; and/or DOES 1 through 10 (collectively "Defendants"), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

12. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

13. Plaintiffs are informed and believe, and thereon allege, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

14. Under California law, Defendants are jointly and severally liable as employers for the violations alleged herein because they have each exercised sufficient control over the wages, hours, working conditions, and employment status of Plaintiffs and class members. Each defendant had the power to hire and fire Plaintiffs and class members, supervised and controlled their work schedule and/or conditions of employment, determined their rate of pay, and maintained their employment records. Defendants suffered or permitted Plaintiffs and class members to work and/or "engaged" Plaintiffs and class members so as to create a common-law employment relationship. As joint employers of Plaintiffs and class members, Defendants are jointly and severally liable for the civil penalties and all other relief available to Plaintiffs and class members under the law.

15. Plaintiffs are informed and believe, and thereon allege, that at all relevant times,

Defendants, and each of them, have acted as joint employers with respect to Plaintiffs and other class members because Defendants have (a) jointly exercised meaningful control over the work performed by Plaintiffs and class members; (b) jointly exercised meaningful control over Plaintiffs and class members' wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiffs and class members; (c) jointly required that Plaintiffs and class members perform work which is an integral part of Defendants' businesses; and (d) jointly exercised control over Plaintiffs and class members as a matter of economic reality in that Plaintiffs and class members were dependent on Defendants, who shared the power to set the wages of Plaintiffs and class members and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

16. Plaintiffs are informed and believe, and further allege, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased. HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES and DOES 1 through 10 are therefore alter egos of each other. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES.

CLASS ACTION ALLEGATIONS

17. Plaintiffs bring this action on their own behalf, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure section 382.

18. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

19. Plaintiffs' proposed class consists of and is defined as follows:

> **All 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 were employed by Defendant in its Pomona, California corporate campus at**

any time within four years prior to the filing of this complaint until the date of trial ("Class").

20. Members of the Class and Subclass will hereinafter be referred to as "class members."

21. Plaintiffs reserve the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

22. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

a. Whether Defendants required Plaintiffs and class members to work off-the-clock without payment;

b. Whether Defendants authorized, suffered, and/or permitted Plaintiffs and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiff and class members;

c. Whether Defendants failed to pay at least minimum wages for all hours worked by Plaintiffs and class members;

d. Whether Defendants failed to provide Plaintiffs and class members with legally compliant meal periods;

e. Whether Defendants failed to provide Plaintiffs and class members with legally compliant rest periods;

f. Whether Defendants provided Plaintiffs and class members with complete and accurate wage statements as required by California Labor Code section 226(a);

g. Whether Defendants maintained payroll records as required by California Labor Code section 1174(d);

h. Whether Defendants failed to pay earned overtime wages, minimum wages, and meal and rest period premiums due to Plaintiffs and class members upon their discharge;

i. Whether Defendants failed timely to pay overtime wages, minimum wages, and meal and rest period premiums to Plaintiffs and class members during their employment;

j. Whether Defendants reimbursed Plaintiffs and class members for business-related expenses they incurred as a result of their employment;

k. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and

l. The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California Law.

23. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

a. Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each class member with whom Plaintiffs have a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.

c. Adequacy: Plaintiff are qualified to, and will, fairly and adequately protect the interests of each class member with whom Plaintiffs have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs acknowledge that Plaintiffs have an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorney's fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time

for the entire class.

e. Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

GENERAL ALLEGATIONS

24. Defendants are employers as defined by the California Labor Code. Within California, Defendants are estimated to employ over 100 persons.

25. Upon information and belief, Defendants maintain a single, centralized Human Resources Department in Pomona, California, which is responsible for collecting and processing all new hire paperwork, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest break policies, to employees throughout California.

26. Upon information and belief, Plaintiffs and class members received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees' assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee's time of hire.

27. Upon information and belief, all transactions regarding hiring, terminations, promotions, pay increases, and employee transfers, etc., relating to Defendants' California employees were submitted to and processed by Defendants' HR department in Pomona, California. Additionally, upon information and belief, Defendants' corporate records, business records, data, and other information related to Defendants, including, in particular, HR records pertaining to Defendants' California employees, are also maintained at Defendants' corporate headquarters in Pomona, California.

28. Upon information and belief, Defendants maintain a centralized Payroll department in Pomona, California, which processes payroll for all non-exempt, hourly-paid employees working for Defendants at their various locations in California, including Plaintiffs and class members. Upon information and belief, Defendants issued the same formatted wage statements to all non-exempt employees in California, irrespective of their work location. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout California, regardless of the manner in which each employee's employment ends.

29. Defendants employed non-exempt, hourly-paid employees within California from August 2022 to September 2024.

30. Upon information and belief, Defendants, at all times herein mentioned, were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

31. Upon information and belief, Plaintiffs and class members were not paid for all hours worked because all hours worked were not recorded. Defendant misclassified Plaintiffs and class members as exempt employees. As they received a fixed wage each pay period, regardless of the number of hours worked, they were not compensated for any hours worked in excess of eight per day or forty per week.

32. Upon information and belief, Defendants knew or should have known that Plaintiffs and class members were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation. Plaintiffs and class members were owed overtime compensation for all work in excess of eight hours per day or forty per week, but Defendant failed to provide them with such compensation.

33. Upon information and belief, Defendants knew or should have known that Plaintiffs and class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiffs and class members were not paid at least minimum wages for work done off-the-clock.

34. Upon information and belief, Defendants knew or should have known that Plaintiffs and class members were entitled to meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiffs and class members were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period. Defendants failed to provide Plaintiffs and class members with compliant meal periods. Because of Defendants' practices and/or policies, Plaintiffs and class members were required to continue to perform their duties without being able to take a timely, compliant meal period. Plaintiffs and class members had to work through part or all of their meal periods, have their meal periods interrupted, and/or wait extended periods of time before taking meal periods. Further, Defendants did not provide Plaintiffs and class members with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Plaintiffs and class members did not sign valid meal break waivers on days that they were entitled to meal periods and were not relieved of all duties. Defendants engaged in a systematic, company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods were not provided.

35. Upon information and belief, Defendants knew or should have known that Plaintiffs and class members were entitled to rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with a compliant rest period and that Plaintiffs and class members were not provided compliant rest periods or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided a compliant rest period. During the relevant time period, Defendants regularly failed to authorize and/or permit Plaintiffs and class members to take a 10-minute rest period per each four-hour period worked or major fraction thereof. Additionally, Defendants had no policy of scheduling rest periods for employees, which further impeded and prevented Plaintiffs and class members from taking rest periods.

36. Upon information and belief, Defendants knew or should have known that Plaintiffs and class members were entitled to receive complete and accurate wage statements in accordance with

California law. In violation of the California Labor Code, Plaintiffs and class members were not provided complete and accurate wage statements. Specifically, meal and/or rest period premiums owed to class members were not reflected on their wage statements. Further, Defendants misrepresented class members' hours worked and overtime compensation, as discussed above. Thus, Defendants did not furnish wage statements to Plaintiffs and class members containing accurate totals of the hours worked (Lab. Code § 226(a)(2)), the number of hours worked at each hourly rate (Lab. Code § 226(a)(9), the net wages earned (Lab. Code § 226(a)(5)) and gross wages earned (Lab. Code § 226(a)(1)).

37. Upon information and belief, Defendants knew or should have known that they had a duty to maintain accurate and complete payroll records in accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly, and intentionally failed to do so. During the relevant time period, Defendants failed, on a company-wide basis, to keep accurate records of shift start and stop times and meal period start and stop times for Plaintiffs and class members. Furthermore, in light of Defendants' failure to provide Plaintiffs and class members with second 30-minute meal periods to which they were entitled, Defendants failed to keep accurate records of meal start and end times for second meal periods.

38. Upon information and belief, Defendants knew or should have known that Plaintiffs and class members were entitled to timely payment of all wages earned upon termination of employment. In violation of the California Labor Code, Plaintiffs and class members did not receive payment of all wages due, including, but not limited to, overtime wages, minimum wages, and meal and rest period premiums, within permissible time periods.

39. Upon information and belief, Defendants knew or should have known that Plaintiffs and class members were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiffs and class members did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, and meal and rest period premiums, within permissible time periods.

40. Upon information and belief, Defendants knew or should have known that Plaintiffs and class members were entitled to receive reimbursement for all business-related expenses and costs

they incurred during the course and scope of their employment, and that they did not receive reimbursement of applicable business-related expenses and costs they incurred. During the relevant time period, Defendants, on a company-wide basis, required that Plaintiffs and class members use their own cell phone for business use. Defendants failed to sufficiently reimburse Plaintiffs and other employees for those costs.

41. Defendants engaged in a systematic, company-wide policy to not reimburse its employees for necessary business expenses. Defendants could have provided Plaintiffs and class members with the actual tools for use on the job, or reimbursed employees for the cost of the cell phone use but instead, Defendants passed these operating costs off onto Plaintiffs and class members.

42. Upon information and belief, Defendants, at all times herein mentioned, knew or should have known that they had a duty to compensate Plaintiffs and class members for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and class members that they were provided all wages, all in order to increase Defendants' profits.

Claims for Penalties Under 2004 Private Attorneys General Act

43. Plaintiff Leslie Morales asserts a representative action filed pursuant to PAGA, §§ 2698, 2699, on behalf of herself as well as on behalf of similarly situated Aggrieved Employees.

44. The "Representative Period" means from **June 3, 2024** to the present, the timeframe where the scope of statute allows Plaintiff Morales to recover wages and penalties.

45. At all times during the Representative Period, all the Aggrieved Employees were employed in the same or similar job as Plaintiff Morales and were paid in the same manner and under the same standard employment procedures and practices as the Plaintiff Morales.

46. California law provides that an employee may file an action against an employer to recover penalties for violations of the Labor Code and Wage Orders provided the Aggrieved Employee files an action on behalf of him or herself and similarly-situated current and former employees.

47. At all material times, Defendants and DOES 1 through 10 were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2,

Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

48. On June 3, 2025, Plaintiff Morales's counsel sent letters to the California Labor and Workforce Development Agency (hereinafter referred to as "LWDA") and to Defendants informing Defendants of the PAGA claims and Plaintiff Morlaes' intent to pursue litigation.

FIRST CAUSE OF ACTION

Violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1 – Unpaid Minimum Wages

(Against All Defendants)

49. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

50. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 4 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11040(2)(K) (defining "Hours Worked").

51. Defendants did not pay at least minimum wages for off-the-clock hours worked by Plaintiffs and the class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

52. Pursuant to California Labor Code section 1194.2, Plaintiffs and class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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SECOND CAUSE OF ACTION

Violation of Labor Code §§ 510 and 1198 – Unpaid Overtime

(Against all Defendants)

53. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

54. California Labor Code section 1198 provides that it is unlawful to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that "…the standard conditions of labor fixed by the commission shall be the… standard conditions of labor for employees. The employment of any employee…under conditions of labor prohibited by the order is unlawful."

55. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

56. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and class members working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

57. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and class members working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including non-discretionary bonuses and incentive pay.

58. California Labor Code section 510 codifies the right to overtime compensation at one and one-half times (1½) the regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work.

59. Plaintiffs and class members routinely worked more than eight (8) and twelve (12) hours in a day.

60. During the relevant time period, Defendants willfully failed to pay all overtime wages owed to Plaintiffs and class members. Specifically, Plaintiffs and class members were not paid overtime premiums for all hours worked in excess of eight (8) hours in a day, twelve (12) hours in a day, and/or forty (40) hours in a week, because Defendants failed to accurately record all hours worked.

61. As Plaintiffs and class members regularly worked shifts exceeding eight (8) hours per day and/or forty (40) hours per week, they earned overtime premium pay. Nevertheless, Defendants failed to compensate Plaintiffs and class members for all overtime hours worked.

62. Defendants' failure to pay Plaintiffs and class members the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiffs and class members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

Violations of Labor Code §§ 226.7 and 512(a) – Meal Period Violations

(Against all Defendants)

63. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

64. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California Labor Code sections 226.7, 512(a), and 1198 were applicable to Plaintiffs and class members' employment by Defendants.

65. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal period must start after no more than five hours.

66. At all relevant times herein set forth, California Labor Code section 226.7 and 512(a) provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

67. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal break of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Under California law, an employer cannot evade meal break requirements via the use of "on-duty" meal agreements because it understaffs its locations.

68. Plaintiffs and class members did not receive all required off-duty meal periods and did not receive premium pay for missed meal periods. As a result, Defendants failed to provide Plaintiff and class members compliant meal periods and failed to pay the meal period premiums due.

69. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), and 1198. Plaintiffs and class members are therefore entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided or compensation in lieu thereof was not paid.

FOURTH CAUSE OF ACTION

Violation of Labor Code § 226.7 – Rest Break Violations

(Against all Defendants)

70. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

71. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198 were applicable to Plaintiffs and class members' employment by Defendants.

72. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in

the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than 3.5 hours.

73. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to provide rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest."

74. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and class members are entitled to recover from Defendants one additional hour of pay at their regular rates of pay for each workday that a required rest period was not provided.

75. As a result, Plaintiffs and class members worked shifts in excess of 3.5 hours, in excess of six hours, and in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.

76. Defendants have also engaged in a company-wide practice and/or policy to not pay rest period premiums owed when compliant rest periods are not provided. As a result, Plaintiffs and class members were denied rest periods and Defendants failed to pay the full rest period premiums due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order.

77. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided.

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FIFTH CAUSE OF ACTION

Violation of Labor Code §§ 226(a) and 1174(d) – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

(Against all Defendants)

78. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

79. At all relevant times herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, the total hours worked, and all applicable rates of pay.

80. During the relevant time period, Defendants have knowingly and intentionally provided Plaintiffs and class members with uniform, incomplete, and inaccurate wage statements.

81. California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall…[k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments…"

82. During the relevant time period, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiffs and class members showing the premiums they were owed, the correct overtime compensation owed, and by failing to correctly list the gross wages and net wages earned by them.

83. Because Defendants failed to provide accurate wage statements, Plaintiffs and class members have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Plaintiffs and class members have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

84. Plaintiffs and class members are entitled to recover from Defendants the greater of their

actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

SIXTH CAUSE OF ACTION

Violation of Labor Code §§ 201 and 202 – Wages Not Timely Paid Upon Termination

(Against all Defendants)

85. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

86. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

87. During the relevant time period, Defendants willfully failed to pay Plaintiffs and class members all wages earned upon their discharge or resignation. Additionally, Defendant willfully failed to pay Plaintiffs and other class members who are no longer employed by Defendants all their earned wages set forth above, including but not limited to, minimum wages, overtime wages, meal and rest period premium wages either at the time of discharge, or within 72 hours of their leaving Defendants' employ.

88. Defendants' failure to pay Plaintiffs and those class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within 72 hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202.

89. Plaintiffs and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum pursuant to California Labor Code section 203.

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SEVENTH CAUSE OF ACTION

Violation of Labor Code § 2802 – Unpaid Business-Related Expenses

(Against all Defendants)

90. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

91. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. (*Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144.)

92. Defendants' company-wide policy and/or practice of passing its operating costs on to Plaintiffs and class members is in violation of California Labor Code section 2802. Defendants have intentionally and willfully failed to fully reimburse Plaintiffs and class members for necessary business-related expenses and costs.

93. Plaintiffs and class members are entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest.

EIGHTH CAUSE OF ACTION

For Civil Penalties Pursuant to Labor Code §§ 2698, *et seq.*

(Against All Defendants)

94. Plaintiff Morales incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

95. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff Morales to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c) permits Aggrieved Employees, including Plaintiff Morales, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 1182.12.

96. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

1. Violation of Labor Code sections 1182.12. 1194, 1197, 1197.1, 1198, and the applicable IWC wage order for Defendants' failure to compensate Plaintiff Morales and other Aggrieved Employees with at least minimum wages for all hours worked as alleged herein;
2. Violation of Labor Code sections 510, 1198, and the applicable IWC wage order for Defendants' failure to compensate Plaintiff Morales and other Aggrieved Employees with all required overtime pay as alleged herein;
3. Violation of Labor Code sections 226.7, 512, 1198, and the applicable IWC wage order for Defendants' failure to provide Plaintiff Morales and other Aggrieved Employees with meal and/or rest periods, as alleged herein;
4. Violation of Labor Code sections 226(a), 1198, and the applicable IWC wage order for failure to provide accurate and complete wage statements to Plaintiff Morales and other Aggrieved Employees, as alleged herein;
5. Violations of Labor Code sections 1174(d), 1198, and the applicable IWC wage order for failure to maintain payroll records as alleged herein;
6. Violation of Labor Code section 204 for failure to pay all earned wages during employment as set forth below;
7. Violation of Labor Code sections 201, 202, and 203 for failure to pay all earned wages upon termination as alleged herein; and
8. Violation of Labor Code section 2802 for failure to reimburse Plaintiff Morales and other Aggrieved Employees for all business expenses necessarily incurred, as alleged herein.

NINTH CAUSE OF ACTION

Violation of Business & Professions Code §§ 17200, *et seq.* –

Unlawful Business Practices

(Against All Defendants)

97. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

98. Defendants are "persons" as defined by California Business & Professions Code sections 17201, as they are corporations, firms, partnerships, joint stock companies, and/or

associations.

99. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs, class members, and to the general public. Plaintiffs have suffered injury in fact and has lost money as a result of Defendants' unlawful business practices. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

100. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, *et seq.*

101. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In the instant case, Defendants' policies and practices have violated state law in at least the following respects:

a. Requiring non-exempt employees, including Plaintiffs and class members, to work overtime without paying them proper compensation in violation of California Labor Code sections 510 and 1198 and the applicable IWC Order and paying overtime at a lower rate than required by law, as alleged herein;

b. Failing to pay at least minimum wage to Plaintiffs and class members in violation of California Labor Code sections 1182.12, 1194, 1197 and 1197.1 and the applicable IWC Order, as alleged herein;

c. Failing to provide uninterrupted meal and rest periods to Plaintiffs and class members in violation of California Labor Code sections 226.7 and 512 and the applicable IWC Order, as alleged herein;

d. Failing to provide Plaintiffs and class members with accurate wage statements in violation of California Labor Code section 226(a) and the applicable IWC Order and failing to maintain accurate payroll records in violation of Labor Code section 1174(d), as alleged herein;

e. Failing timely to pay all earned wages to Plaintiffs and class members in violation of California Labor Code section 204 and the applicable IWC Order, as alleged herein;

and

f. Failing to reimburse Plaintiffs and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein.

102. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiffs and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

103. Pursuant to California Business & Professions Code sections 17200 *et seq.*, Plaintiffs and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and class members; an award of attorney fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiffs requests a jury trial.

PRAYER FOR RELIEF

Plaintiffs, on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of thirty-five thousand dollars ($35,000) exclusive of interest and costs. Plaintiffs reserve the right to amend her prayer for relief to seek a different amount.

2. That this case be certified as a class action;

3. That Plaintiffs be appointed as the representatives of the Class and subclass;

4. That counsel for Plaintiff be appointed as class counsel.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 by willfully failing to pay minimum wages to Plaintiffs and class members;

6. For general unpaid wages and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code sections 218.5, 1194(a), or as otherwise provided by law;

9. For liquidated damages pursuant to California Labor Code section 1194.2; and

10. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

11. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and class members;

12. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

13. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

14. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code sections 218.5, 1194(a), or as otherwise provided by law; and

15. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), and 1198 and applicable IWC Wage Order(s) by willfully failing to provide all meal periods to Plaintiffs and class members;

17. That the Court make an award to the Plaintiffs and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premiums pursuant to California Labor Code section 226.7(b);

20. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, California Labor Code 218.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 1198 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and class members;

24. That the Court make an award to the Plaintiffs and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not provided;

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For premiums pursuant to California Labor Code section 226.7(b);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, California Labor Code 218.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem, equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and class members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential and incidental losses and damages, according to proof;

32. For injunctive relief pursuant to California Labor Code section 226(h);

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor code section 226(e)(1); and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay overtime wages, minimum wages, meal

and rest period premiums, and bonus pay, owed at the time of termination of the employment of Plaintiffs and other terminated class members;

37. For all actual, consequential and incidental losses and damages, according to proof;

38. For waiting time penalties according to proof pursuant to California Labor code section 203 for all employees who have left Defendants' employ;

39. For pre-judgment interest on any unpaid wages from the date such amounts were due; or as otherwise provided by law;

40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiffs and class members;

43. For unpaid business-related expenses and such general and special damages as may be appropriate;

44. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

45. For all actual, consequential, and incidental losses and damages, according to proof;

46. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or otherwise provided by law; and

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2698, et seq.;

49. For penalties under PAGA (California Labor Code §§ 2698 et seq.) as described in Paragraph 94, above, in amounts to be proven at trial;

50. For statutory attorney's fees and costs pursuant to Labor Code § 2699; and as allowed by law and according to proof;

51. For costs of suit incurred herein, in amounts to be proven at the time of trial;

52. For pre- and post-judgement interest at the maximum legal rate on all amounts claims; and

53. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants conduct of failing to provide Plaintiffs and class members all overtime wages due to them, failing to provide Plaintiffs and class members all minimum wages due to them, failing to provide Plaintiffs and class members all meal and rest periods, failing to provide Plaintiffs and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiffs and class members, failing timely to pay Plaintiffs and class members all earned wages during employment, failing to reimburse Plaintiffs and class members for business-related expenses, and failing to provide written notice of information material to employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq*.;

55. For restitution of unpaid wages to Plaintiffs and all class members and prejudgment interest from the day such amounts were due and payable;

56. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200 *et seq*.;

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57. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

58. For such other and further relief as the Court may deem equitable and appropriate.

Dated: May 15, 2026

Respectfully Submitted,

By: _____

Andrew E. Hillier, Esq.
Attorney for Plaintiffs,
LESLIE MORALES and
BRIANNA TORRES-CERVANTES

Electronically Received 05/15/2026 12:48 PM

FILED
Superior Court of California
County of Los Angeles
05/22/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LESLIE MORALES, individually, and on behalf of other members of the general public similarly situated and as an Aggrieved Employee pursuant to the Private Attorneys General Act ("PAGA"),

Plaintiff,

v.

HUGHES-NELSON PAINTING, INC. d/b/a APEX IMAGING SERVICES INC., a California Corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No: 25STCV16345

[~~PROPOSED~~] ORDER GRANTING PLAINTIFF LEAVE TO FILE A SECOND AMENDED COMPLAINT

Hon. Timothy Patrick Dillon
Dept. 15

~~[PROPOSED]~~ ORDER

The Court having reviewed the foregoing Stipulation, and good cause appearing therefore:

IT IS HEREBY ORDERED that Plaintiff, LESLIE MORALES is granted leave to amend to file her Second Amended Complaint for Damages.

IT IS FURTHER ORDERED that the Second Amended Complaint is ~~deemed~~ to be filed ~~as of the date of this Order~~. as a stand-alone document forthwith.

IT IS FURTHER ORDERED that by stipulating to the filing of the Second Amended Complaint, Defendant has not waived any defenses to the allegations contained in any iteration of Plaintiff's pleadings. This Court recognizes Defendant's right to assert all pertinent objections to the allegations contained in the Second Amended Complaint should the proposed settlement not be finally approved.

IT IS SO ORDERED.

DATED: 05/22/2026

Hon. Timothy Patrick Dillon

Timothy Patrick Dillon / Judge

EXHIBIT 8

Thank you for your Court Complaint Submission.

1 message

DIR PAGA Unit <no-reply@formassembly.com> Mon, Aug 24, 2026 at 3:07 PM
To: hunter@hhdlaw.com

08/24/2026 03:06:55 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Thank you for your Court Complaint Submission.

1 message

DIR PAGA Unit <no-reply@formassembly.com> Mon, Aug 24, 2026 at 3:11 PM
To: hunter@hhdlaw.com

08/24/2026 03:10:58 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Thank you for your Court Complaint Submission.

1 message

DIR PAGA Unit <no-reply@formassembly.com> Tue, Nov 17, 2026 at 5:21 PM
To: hunter@hhdlaw.com

11/17/2026 05:20:54 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 9

Thank you for your Proposed Settlement Submission

1 message

no-reply@formassembly.com Thu, Aug 27, 2026 at 9:30 AM
To: hunter@hhdlaw.com

08/27/2026 09:30:27 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 08/27/2026 09:30:27 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1102760-25

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 10

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into between Hughes-Nelson Painting, Inc. dba Apex Imaging Services Inc. (the "Company") on the one hand, and [EMPLOYEE NAME], an individual (who may be referred to as "you"), on the other hand.

1. Acknowledgment and Background Regarding Release Agreement. By signing this Settlement Agreement and Release, you acknowledge and understand the following:

(a) You have carefully read and reviewed this Agreement and understand that it contains important information regarding your rights;

(b) There is currently a class action and Private Attorney General Act (PAGA) lawsuit (the "Lawsuit") pending against the Company in the Los Angeles County Superior Court entitled *Leslie Morales v. Hughes-Nelson Painting, Inc. dba Apex Imaging Services Inc.*, Case No. 25STCV16345;

(c) Leslie Morales (the "Plaintiff") and her attorneys wish to represent you and other employees of the Company in the Lawsuit;

(d) In the Lawsuit, Plaintiff alleges the Company: (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to provide rest periods; (5) failed to provide compliant wage statements and/or maintain records; (6) failed to timely pay wages upon termination; (7) failed to reimburse employees for business expenses; (8) violated the Private Attorneys' General Act ("PAGA"), which provides additional civil penalties for violation of California's Labor Code; and (9) as a result, engaged in unfair competition and unfair business practices, in violation of California Business & Professions Code sections 17200 *et seq.*

(e) If Plaintiff was to prove the Company failed to comply with California law, you may be entitled to recover certain damages, such as unpaid wages, expenses, and/or penalties, and to receive a monetary award by participating in the Lawsuit;

(f) The Company does not believe that monies, penalties, or interest are due and owing and believes the Company acted according to the law at all applicable times; and

(g) The Company intends to provide you with a Settlement Amount, as defined in Section 2, that will resolve any potential claims you may have against the Company, as alleged in the Lawsuit.

2. Payment Terms. By signing this Agreement, you accept the Company's offer of $1000 (the "Settlement Amount") in exchange for releasing any claims you have or may have

against the Company as described in Paragraph 3 below. This payment will be made less taxes, withholdings and other payroll deductions as required by law, in full and complete satisfaction and release of the claims described in this Agreement. The Settlement Amount represents valuable consideration, to which the Company contends you are not otherwise entitled. After returning this signed Agreement to the Company, you will receive the Settlement Amount within 7 days. The payment will either be provided by direct deposit or sent to the following address:

_____

_____

3. Release of Claims In Exchange For Payment. In exchange for receiving the Settlement Amount, you agree to release, and do release, the Company (as well as the Company's affiliated and related companies, subsidiaries, parents, successors, assigns, current and former employees, owners, officers, directors, and agents) from any and all claims you have or may have against the Company arising out of or related to the manner in which you were compensated by the Company.

In exchange for receiving the Settlement Amount, you agree to release, and do release, the Company (as well as the Company's affiliates and related companies, subsidiaries, parents, successors, assigns, current and former employees, owners, officers, directors, and agents) from any and all claims you have or may have against the Company arising under the California Labor Code, IWC Wage Orders, and/or any other wage and hour law, that have been brought under the Lawsuit, including claims for: (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods or pay meal period premiums; (4) failure to permit rest breaks or pay rest period premiums; (5) failure to provide compliant wage statements and maintain records; (6) failure to timely pay wages upon termination; (7) failure to reimburse necessary business expenditures; and (8) unfair competition and unfair business practices pursuant to California Business and Professions Code section 17200, et seq. (collectively, the "Released Claims"). Note this Agreement does not impact or affect your ability to recover PAGA penalties, and does not contemplate the release of claims for PAGA penalties.

4. Scope and Effect of This Release. Signing this release means that you are forever releasing and settling all of the Released Claims described above, which include all claims made in the Lawsuit, and forego any right to recover any wages, overtime wages, double-time wages, premium wages, interest, penalties, civil penalties, and/or reimbursements from the Company. Signing this release also means you cannot and will not pursue any remedies in the Lawsuit as a class representative or class member, and you waive any right to recover any monies through the Lawsuit. This release does not contemplate PAGA penalties.

Further, this release applies even to claims that are released by the terms of the Agreement that you did not know you had at the time you signed this Agreement. Specifically, as to the Released Claims and each and all of the claims alleged in the Lawsuit, you expressly waive and relinquish all respective rights and benefits, if any, arising under the provisions of California Civil Code § 1542, which provides:

> **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.**

Moreover, by signing this Agreement, you acknowledge and agree that you have been provided an opportunity to determine what, if any, disputed amounts are owed to you and you agree that the Settlement Amount offered by the Company more than fully compensates you for, and thus settles, any and all claims you may have related to the Released Claims and allegations in the Lawsuit. You agree to not participate in any individual or class action lawsuit that may include any of the Released Claims, and any related requests for penalties, fees, interest, and payment for other violations of the California Labor Code that you would be releasing when you sign this Agreement.

5. Claims Not Waived. You retain all rights and claims not specifically released in the Agreement. By signing the Agreement, you release only the claims you specifically agreed to release in the Agreement. The scope of this release does not concern or affect claims unrelated to the Lawsuit. It also does not grant or create any rights or remedies in connection with such claims. For the avoidance of doubt, this Agreement does not release your right to recover PAGA penalties.

6. Attorney Review, Attorneys' Fees and Costs. You are free to have an attorney review this Agreement at your expense. Under any circumstance, however, each side shall bear his/her/its own attorneys' fees and costs in any way arising out of this Agreement, this release, the Lawsuit, and/or payment of the Settlement Amount.

7. Miscellaneous. By signing this Agreement, you understand and acknowledge that this Agreement constitutes written notice from the Company that you have a right to consult an attorney regarding this Agreement, and that you have been provided with a reasonable time period of not less than five (5) full business days to do so. You acknowledge that you have fully discussed all aspects of this Agreement with an attorney to the extent you desired to do so. You acknowledge that you may sign this Agreement prior to the termination of the five (5) business day reasonable time period for reviewing this Agreement, and warrant that any signature prior to the end of this five (5) business day period is knowing, voluntary, and has not been induced by the Company

through fraud, misrepresentation, a threat by the Company to withdraw or alter the Agreement prior to the expiration of the reasonable time period, or by the Company providing different terms to other employees who sign a similar severance or separation agreement prior to the expiration of such five (5) business day time period. By signing this Agreement, you also understand and acknowledge that you are not waiving any rights that are unrelated to the Released Claims and/or the allegations in the Lawsuit, and that your decision to sign, or not sign, this Agreement is entirely voluntary. The Company will not take any action against you or any other employee for refusing to sign this Agreement. If any provision of this Agreement is deemed unconscionable or unenforceable, it shall be severed and the remainder of the Agreement shall be enforced. This Agreement is not an admission of wrongdoing by the Company. The Company deny any and all liability. It is not necessary for the Company to sign this Agreement and Release.

BY SIGNING THIS AGREEMENT, YOU UNDERSTAND AND AGREE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, AND KNOWINGLY AND VOLUNTARILY RELEASE ANY CLAIMS THAT YOU HAVE AGAINST THE COMPANY OR THEIR OFFICERS OR EMPLOYEES AS DESCRIBED HEREIN, IN EXCHANGE FOR THE PAYMENT SPECIFIED IN THIS AGREEMENT. YOU ALSO AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT PREVENTS YOU FROM PARTICIPATING AS A CLASS MEMBER AND BARS YOU FROM ANY FURTHER RECOVERY FOR WAGE AND HOUR DAMAGES.

I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THESE TERMS.

DATE: _____ _____

Employee Signature

_____

[EMPLOYEE NAME]

EXHIBIT 11

Memorandum of Understanding ("MOU")
Leslie Morales, et al. v. Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services Inc.
Superior Court for the County of Los Angeles
Case Number 25STCV16345

1. This MOU memorializes the settlement of a wage-and-hour class action and representative action brought pursuant to the California Labor Code and the Private Attorneys General Act of 2004 ("PAGA"). The settlement is entered into between: (1) Plaintiff Leslie Morales and Plaintiff Brianna Torres-Cervantes ("Plaintiffs"), individually and in their representative capacity on behalf of the Settlement Class, as defined below, and as a private attorney general on behalf of the State of California; and (2) Defendant Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services Inc. ("Defendant"). Plaintiffs and Defendant are collectively referred to herein as the "Parties." All terms in this MOU are subject to Court approval.

2. The "Settlement Class" is defined as: all 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 were employed by Defendant in its Pomona, California corporate campus during the Class Period.

3. The "Class Period" is defined as the period from June 5, 2021, through the date of the Court's preliminary approval of this settlement. Defendant represents that, as result of certain Class Members' execution of valid and enforceable releases, and the corresponding removal of workweeks covered by the releases, at the time of mediation, the Settlement Class consists of approximately 88 class members that worked a total of approximately 2,762 workweeks during the period from June 5, 2021, through March 19, 2026.

4. The "PAGA Settlement Class" is defined as: all 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 were employed by Defendant in its Pomona, California corporate campus during the PAGA Period.

5. The "PAGA Period" is defined to mean the period from June 3, 2024, through the date of the Court's preliminary approval of this settlement. Defendant represents that the PAGA Settlement Class consists of approximately 63 employees that worked a total of approximately 3,002 pay periods during the PAGA Period.

6. The non-reversionary Gross Settlement Amount ("GSA") is Three Hundred Thousand Dollars and Zero Cents ($300,000.00), to be paid by Defendant in full settlement of the released claims described below. The Parties agree to deductions from the GSA on the following terms:

   i. Defendant will not object to a request for attorneys' fees by Plaintiff's counsel of up to one-third of the GSA.

   ii. Defendant will not object to reimbursement of Plaintiff's counsel's actual out-of-pocket costs from the GSA up to $16,000.00.

   iii. Defendant will not object to a request for a representative enhancement award to Plaintiffs in the amount of up to $5,000.00. In exchange for the enhancement award, the long-form settlement agreement shall contain a general release of claims by Plaintiffs, including a waiver of claims pursuant to Civil Code section 1542.

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iv. The Parties agree that reasonable settlement administration costs will be deducted from the GSA. The Parties will meet and confer as to the selection of a mutually acceptable settlement administrator.

v. The Parties agree that Ten Thousand Dollars and Zero Cents ($10,000.00) will be allocated to PAGA penalties. Of this amount, 65% (i.e., $6,500.00) shall go to the State of California, and 35% (i.e., $3,500.00) shall be distributed to the PAGA Settlement Class based on the proportional number of pay periods worked by each PAGA Settlement Class member during the PAGA Period.

vi. For tax purposes, the Parties agree that 100% of each PAGA Settlement Class members' individual payment amount shall constitute penalties and interest (and each PAGA Settlement Class member will be issued an IRS Form 1099 for such payment to him or her).

7. The Net Settlement Amount ("NSA") is the GSA minus all of the deductions referenced in the preceding paragraph and subparagraphs. The NSA shall be distributed pro rata to the Settlement Class based on the proportional number of weeks worked by each Settlement Class member during the Class Period that will be reduced based on the execution of settlement and release agreements by certain Class Members, which Plaintiffs shall not contest. There shall be no reversion to Defendant. Settlement Class members will be provided with an estimate of their portion of the NSA as part of the class notice process. Settlement Class members will also be provided with notice of the Proposed Class Action settlement, which will explain the terms of the Settlement and the right of the Settlement Class Members to opt out of, object to, appear at the preliminary approval and final fairness hearings, and to challenge their number of weeks worked as set out in the notice.

8. In addition to the GSA, Defendant shall pay all employer-side payroll taxes, if any, on the wage portion of the settlement. For tax purposes, the Parties agree that 10% of each participating Settlement Class members' individual payment shall constitute payment in the form of wages (and each participating Settlement Class member will be issued an IRS Form W-2 for such payment to him or her), and 90% of each participating Settlement Class members' individual payment shall constitute penalties and interest (and each participating Settlement Class member will be issued an IRS Form 1099 for such payment to him or her).

9. The Parties will work together in good faith to prepare, finalize, and execute a formal, long-form settlement agreement within 30 days of the execution of this MOU. Plaintiff's and Defendant's counsel will draft a stipulated long form settlement agreement ("Long Form Settlement Agreement"), which shall contain, but shall not be limited to, the following:

i. A provision stating that the Agreement and resulting settlement agreement reflect no admission of liability or wrongdoing;

ii. A comprehensive release of all claims asserted in the Action by Plaintiffs, the Settlement Class, and the PAGA Settlement Class, or any other claims that could have been asserted in the Action based on the facts alleged, including but not limited to: **(1)** unpaid minimum wages; **(2)** unpaid overtime; **(3)** failure to provide meal periods; **(4)** failure to provide rest periods; **(5)** noncompliant wage statements and failure to maintain records; **(6)** wages not timely paid upon termination; **(7)** unreimbursed business expenditures; **(8)** Civil Penalties for Violations of California Labor Code §§ 2698 *et seq.*; **(9)** Unlawful Business Practices and Unfair Business Practices.

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iii. A release of all claims asserted in the Action by Plaintiffs, the Putative Class, and the Aggrieved Employees.

iv. Plaintiffs agree to take all necessary steps to make sure that a release covering all of the foregoing claims is approved by the Court, including, if necessary and requested by the Court, amending the complaint;

v. A dismissal of the Action with prejudice, pending Final Approval.

10. Plaintiff's counsel agree that they will file a Second Amended Complaint within thirty (30) days of executing this MOU to add Brianna Torres-Cervantes as a named Plaintiff and Class Representative.

11. Plaintiff shall present the Long Form Settlement Agreement to the Court for Approval through a noticed motion requesting approval of the settlement.

12. Defendant agrees to not oppose Plaintiff's Motion for Preliminary Approval to the extent it comports with this MOU and the long-form settlement agreement.

13. Plaintiff, individually and in her representative capacity on behalf of the Settlement Class, and as a private attorney general on behalf of the PAGA Settlement Class and the State of California, will release the Released Parties of the Released Claims, defined as follows:

i. The "Released Parties" are defined as Defendant Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services Inc., and all of Defendant's parents, subsidiaries, affiliates, insurers, related entities and divisions, and their respective: (i) predecessors, successors, and assigns; and (ii) current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them.

ii. The "Released Claims" are defined herein and which will be incorporated in the Long Form Settlement Agreement as referenced above shall mean those claims arising out of or related to the allegations set forth in the forthcoming operative Second Amended Complaint or any subsequently filed complaint, as well as the PAGA notice to the California Labor and Workforce Development Agency that arose during the Class Period and the PAGA Period, including claims for: **(1)** unpaid minimum wages; **(2)** unpaid overtime; **(3)** failure to provide meal periods; **(4)** failure to provide rest periods; **(5)** noncompliant wage statements and failure to maintain records; **(6)** wages not timely paid upon termination; **(7)** unreimbursed business expenditures; **(8)** Civil Penalties for Violations of California Labor Code §§ 2698 *et seq.*; **(9)** Unlawful Business Practices and Unfair Business Practices. This includes claims for PAGA penalties sought pursuant to Labor Code section 2698 *et seq.,* for alleged violations of California Labor Code sections 201, 202, 226, 226.7, 510, 512, 1182.12, 1174, 1194, 1197, 1197.1, 1198, 2802, and other provisions of the Labor Code. Released Claims shall also include all claims for liquidated damages, penalties, interest, fees, and costs based on the foregoing.

14. If 10% or more members of the Settlement Class timely submit Opt Out requests, Defendant shall have the right (but not the obligation) to void the settlement described in this MOU.

15. If the number of pay periods is greater than 10% above that represented by Defendant, as described above, then the GSA shall be increased proportionately for each additional pay period. Alternatively, at Defendant's sole election, the Class Period and PAGA Period shall be redefined

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to end on the date that the pay periods reach 10% of the 3,002 pay periods as represented by Defendant in Paragraph 3 above (i.e., 3,302 pay periods).

16. Any funds associated with uncashed checks shall be distributed pursuant to Code of Civil Procedure section 384 as follows: to the State Controller's Office Unclaimed Property Fund subject to Court approval.

17. Notwithstanding anything else contained herein, this MOU shall be enforceable under California Code of Civil Procedure section 664.6 and admissible under California Evidence Code section 1123, subdivision (a). Regardless of any settlement privilege or other rules of evidence, this MOU may be admitted in Court and enforceable even if a finalized settlement document cannot be agreed upon.

18. Neither this MOU, nor any final form of the settlement agreement, will constitute an admission by Defendant of any form of wrongdoing, liability, or allegation against Defendant.

19. The Parties agree that this MOU and all other information related to the Settlement 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. Plaintiff and her counsel further agree that they have not and will not publish any information related to the Settlement. In response to any inquiries Plaintiff will state that "the case was resolved confidentially." Plaintiff's counsel shall not report the Settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff, the Class Members, or Aggrieved Employees, as defined. Plaintiff's 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, Plaintiff's 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 Plaintiff nor her 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.

20. Except as stated in paragraph 6 of this MOU, neither Defendant nor its counsel shall have any liability for any tax implications related to the receipt of settlement funds herein, including by the third-party settlement administrator. Any and all such liability and/or obligations shall be borne solely by the recipients of any funds to be paid by Defendant herein. The Parties acknowledge neither Defendant's nor Plaintiff's counsel have provided any tax-related advice whatsoever.

21. Settlement Class members shall have 45 calendar days from the date that notices of settlement are mailed in which to postmark any dispute of their settlement share calculation, to opt out of the class-portion of the settlement, or to object to the settlement. PAGA Settlement Class members shall not be eligible to opt out of the portion of the settlement allocated toward PAGA penalties.

22. Defendant will have 14 days from the date upon which the Claims Administrator sends any inquiries regarding disputes from group members or any requests for approvals regarding forms, calculations, and timing, to review and respond to any such inquiries. If Defendant does not respond within the 14 days, such lack of response will constitute an approval of the issue.

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23. Defendant will fund the Settlement within 45 calendar days of the court's order granting final approval of the settlement. In the event an appeal is filed, Settlement funds will be due within 30 days of the resolution of the appeal, presuming that the appeal upholds the settlement.

24. Any disputes between the Parties concerning the preparation of the Long Form Settlement Agreement shall be resolved by Jonathan Andrews.

25. The Parties agree to take all steps reasonably necessary to effectuate this agreement, including, but not limited to, promptly drafting the Long Form Settlement Agreement providing further details of the settlement for Court review and approval, drafting of preliminary approval paperwork, settlement administration, final approval paperwork, and settlement compliance documentation. Plaintiff's counsel shall be responsible for drafting the preliminary approval and final approval paperwork. All Parties agree to act immediately and diligently to perform their obligations under this agreement, including the review and approval of settlement documents, such that there are no substantial delays in seeking Preliminary Approval, Final Approval, or administration of this settlement.

26. On or before June 1, 2026, Plaintiff shall file her Motion for Preliminary Approval of this Settlement.

27. The Parties agree that the Long Form Settlement Agreement will contain an integration clause.

Dated: 03 / 20 / 2026

Leslie Morales
Plaintiff, Class Representative, and Private Attorney General

Dated: _____

Brianna Torres-Cervantes
Plaintiff, Class Representative, and Private Attorney General

Dated: _____

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

_____

By: _____

Title: _____

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APPROVED AS TO FORM:

Dated: _____ **HARLAN HILLIER DIGIACCO LLP**

_____
Andrew E. Hillier
Attorneys for Plaintiff

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VIEWED	**03 / 20 / 2026** 03:07:10 UTC	Viewed by Leslie Morales (lesliemorales0110@gmail.com) IP: 172.56.182.96
SIGNED	**03 / 20 / 2026** 19:50:24 UTC	Signed by Leslie Morales (lesliemorales0110@gmail.com) IP: 172.56.181.89
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