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 **[PROPOSED] ORDER GRANTING 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

The Motion of Plaintiffs Leslie Morales and Brianna Torres-Cervantes ("Plaintiffs") for Preliminary Approval of Class Action and PAGA Settlement came on for hearing on February 10, 2027, at 10:00 a.m., in Department 15 of the above-entitled Court, the Honorable Timothy P. Dillon presiding. The Court has read and considered the Motion, the Memorandum of Points and Authorities, the Declarations of Andrew E. Hillier, Colette N. Mahon, Leslie Morales, Brianna Torres-Cervantes, Sean Hartranft, and Hal Hargrave and the exhibits to them, including the Class Action and PAGA Settlement Agreement ("Agreement"); the proposed Class Notice attached to this Order as Exhibit 1; and the arguments of counsel. Good cause appearing, the Court finds and orders as follows:

PRELIMINARY APPROVAL

1. Capitalized terms not defined in this Order have the meanings given in the Agreement.

2. The Court preliminarily approves the Settlement set forth in the Agreement. Based on the record before it, the Court finds on a preliminary basis that the Settlement falls within the range of reasonableness of a settlement that could ultimately be given final approval; that it was reached through arm's-length negotiations, including a full-day mediation with an experienced mediator, after investigation and informal discovery sufficient to permit counsel and the Court to act intelligently; and that it appears fair, reasonable, and adequate to the Class. (*Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129–130.)

3. The Gross Settlement Amount is $300,000.00. The Agreement provides for the following payments from the Gross Settlement Amount, each subject to the Court's approval at the Final Approval Hearing: Class Representative Service Payments of up to $5,000.00 to each Plaintiff; a Class Counsel Fees Payment of up to $100,000.00 (33.33 percent of the Gross Settlement Amount) and a Class Counsel Litigation Expenses Payment of up to $16,000.00; an Administration Expenses Payment of up to $3,990.00; and PAGA Penalties of $10,000.00. The remaining Net Settlement Amount, estimated at $160,010.00, will be distributed to Participating Class Members pro rata based on Workweeks. No portion of the Gross Settlement Amount will revert to Defendant.

4. The Court provisionally approves the settlement of Plaintiffs' claim under the Private Attorneys General Act (Lab. Code, § 2698 et seq.) ("PAGA"). The PAGA Penalties of $10,000.00 will be allocated 65 percent ($6,500.00) to the Labor and Workforce Development Agency ("LWDA") and 35 percent ($3,500.00) to allegedly Aggrieved Employees pro rata based on PAGA Pay Periods. (Lab. Code, § 2699, subd. (m).) On the present record, the Court finds the PAGA settlement fair, reasonable, and adequate in view of PAGA's purposes. Plaintiffs have submitted the Agreement to the LWDA. (Lab. Code, § 2699, subd. (s)(2).)

ESCALATOR CLAUSE; CLASS AND PAGA PERIODS

5. 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 the PAGA Period. Defendant has reported 3,272 PAGA Pay Periods worked by 64 allegedly Aggrieved Employees, and 2,692 Workweeks worked by 88 Class Members, as of September 1, 2026, and has elected to end both periods on September 1, 2026. Plaintiffs have accepted that end date. The Court finds that the escalator clause has not been triggered and that the Gross Settlement Amount remains $300,000.00. The Court approves the Class Period of June 5, 2021 through September 1, 2026, and the PAGA Period of June 3, 2024 through September 1, 2026.

CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

6. For settlement purposes only, the Court conditionally certifies the following Class under Code of Civil Procedure section 382: 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 at its Pomona, California corporate campus at any time from June 5, 2021 through September 1, 2026.

7. For settlement purposes only, the Court finds that the Class is ascertainable from Defendant's records and sufficiently numerous that joinder is impracticable; that common questions of law and fact predominate over individual questions; that Plaintiffs' claims are typical of the claims of the Class; that Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Class; and that a class action is superior to other available means of resolving the claims.

8. If the Settlement does not receive final approval, or the Agreement is terminated or does not become effective for any reason, this conditional certification shall be vacated without further order, the Parties shall be restored to their positions before the Agreement was executed, and nothing in this Order or the Agreement may be used as evidence in any further proceeding in the Action.

APPOINTMENTS

9. Plaintiffs Leslie Morales and Brianna Torres-Cervantes are appointed as Class Representatives.

10. Andrew E. Hillier and Hunter S. Matos of Harlan Hillier DiGiacco LLP and Colette N. Mahon of Lawyers for Employee and Consumer Rights APC are appointed as Class Counsel.

11. Apex Class Action LLC, identified in the Agreement as "Apex Class Action Administration LLC," is appointed as the Administrator, with Administration Expenses not to exceed $3,990.00 absent a showing of good cause and the Court's approval.

CLASS NOTICE

12. The Court approves the form and content of the proposed Class Notice attached to this Order as Exhibit 1, and the notice plan described in the Agreement. The Court finds that mailing the Class Notice by first-class mail to each Class Member's last known address, updated through the National Change of Address database, with re-mailing of returned notices to forwarding addresses or addresses located through a skip trace, is the best notice practicable under the circumstances and satisfies California Rules of Court, rules 3.766 and 3.769, and due process. Before mailing, the Administrator shall insert the applicable dates and each Class Member's estimated payments, Workweeks, and PAGA Pay Periods, and the Parties may make non-substantive changes to the Class Notice without further order.

SCHEDULE

13. The following schedule shall govern:

14. Within fifteen (15) days after entry of this Order, Defendant shall deliver the Class Data to the Administrator. (Agreement, ¶ 7.4.1.)

15. Within fourteen (14) days after receiving the Class Data, the Administrator shall mail the Class Notice to all Class Members. (Agreement, ¶ 7.4.2.)

16. The Response Deadline for submitting Requests for Exclusion, objections, and challenges to Workweeks or PAGA Pay Periods is sixty (60) days after the Administrator first mails the Class Notice, extended by fourteen (14) days for any Class Member whose Class Notice is re-mailed. (Agreement, ¶¶ 1.42, 7.4.4.)

17. Within five (5) days after the Response Deadline, the Administrator shall provide the Exclusion List to Class Counsel and Defense Counsel. (Agreement, ¶ 7.8.2.) Any election by Defendant to withdraw under Section 8 of the Agreement shall be made within ten (10) days after the Administrator sends the final Exclusion List.

18. Plaintiffs shall file the Motion for Final Approval of the Settlement, together with the motion for the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, and the Administration Expenses Payment, at least sixteen (16) court days before the Final Approval Hearing. The Administrator's declaration (Agreement, ¶ 7.8.4) shall be filed with the motion.

19. Any responses to objections shall be filed at least five (5) court days before the Final Approval Hearing. (Agreement, ¶ 9.1.)

20. The Final Approval Hearing will be held on _____, 2027, at _____ in Department 15 of this Court, located at 312 North Spring Street, Los Angeles, California 90012. Class Members may appear in person or remotely through LACourtConnect. The Court may continue the Final Approval Hearing without further notice to Class Members, other than posting on the settlement website.

EXCLUSIONS, OBJECTIONS, AND CHALLENGES

21. A Class Member may request exclusion from the Class Settlement by sending the Administrator a signed written request by fax, email, or mail by the Response Deadline, as provided in Paragraph 7.5 of the Agreement. No form is required. A Class Member who requests exclusion will not receive an Individual Class Payment, will not be bound by the Class Release, and may not object. Aggrieved Employees may not opt out of the PAGA portion of the Settlement and will receive their Individual PAGA Payments whether or not they request exclusion.

22. A Participating Class Member may object to the Settlement by sending a written objection to the Administrator by the Response Deadline, or by appearing at the Final Approval Hearing in person, remotely, or through counsel, whether or not the Class Member submitted a written objection. (Agreement, ¶ 7.7.)

23. Class Members may challenge the Workweeks and PAGA Pay Periods attributed to them as provided in Paragraph 7.6 of the Agreement.

FEES, COSTS, AND OTHER PAYMENTS

24. The Court reserves ruling on the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, and the Administration

Expenses Payment until the Final Approval Hearing. The fee request shall be supported by evidence, including a lodestar cross-check showing hours worked and hourly rates by timekeeper; the cost request by an itemized ledger (Agreement, ¶ 3.2.2); and the service award requests by declarations describing each Class Representative's contributions and risks.

OTHER PROVISIONS

25. Pending the Final Approval Hearing, all proceedings in the Action, other than those necessary to carry out the Settlement and this Order, are stayed. (Agreement, ¶ 11.19.)

26. Within ten (10) days after entry of Judgment, Class Counsel shall submit a copy of the Judgment to the LWDA. (Lab. Code, § 2699, subd. (s)(3).)

27. The Administrator shall post the Agreement, the Motion, this Order, the Class Notice, the Motion for Final Approval, the Final Approval order, and the Judgment on the settlement website (Agreement, ¶ 7.8.1), and shall keep the Judgment posted for at least 180 days after entry. (Cal. Rules of Court, rule 3.771(b).)

28. A Non-Appearance Case Review re: final distribution of settlement funds is set for _____, 2028, at _____ in Department 15. At least fifteen (15) days before that date, Class Counsel shall file the Administrator's declaration attesting to the disbursement of all payments under the Agreement (Agreement, ¶ 7.8.5), and the Parties shall submit any amended judgment required by Code of Civil Procedure section 384, subdivision (b).

29. The Court retains jurisdiction over the Action and the Parties to administer, supervise, construe, and enforce the Agreement and this Order.

IT IS SO ORDERED.

Dated: _____

_____

Hon. Timothy P. Dillon

Judge of the Superior Court

EXHIBIT 1

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

Leslie Morales, et al. v. Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services Inc.
Case No. 25STCV16345
Hon. Timothy P. Dillon, Dept. 15

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

The Superior Court for the State of California authorized this Notice. Read it carefully!
It 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 and PAGA 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 Defendant's former employee Leslie Morales, and later joined by Defendant's former employee Brianna Torres-Cervantes (together, "Plaintiffs"). Plaintiffs seek payment of (1) back wages, meal and rest period premiums, as well as related relief for a class of office workers who held the positions of Accounting Associate 1, Accounting Associate 2, Administrative Assistant, Project Coordinator 1, Project Coordinator 2, or a functionally similar position at Defendant's Pomona, California corporate campus ("Class Members") during the Class Period (June 5, 2021 to September 1, 2026); and (2) penalties under the California Private Attorneys General Act ("PAGA") for a class of office workers who held the positions of Accounting Associate 1, Accounting Associate 2, Administrative Assistant, Project Coordinator 1, Project Coordinator 2, or a functionally similar position at Defendant's Pomona, California corporate campus during the PAGA Period (June 3, 2024 to September 1, 2026) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay 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 for Defendant during the PAGA Period.)

The above estimates are based on Defendant's records showing that you worked ___ Class Workweeks during the Class Period and you worked ___ PAGA Pay Periods during the PAGA Period. If you believe that you worked more Workweeks or Pay Periods during either the Class or PAGA periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. If the Court grants Final Approval, the judgment will bind all Class Members who do not request exclusion, whether or not the judgment is favorable to them.

At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement

and requires Class Members and 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 three 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 and PAGA Period penalty claims against Defendant.

(2) Opt Out of the Class Settlement. You can exclude yourself from the Class Settlement (opt out) by sending the Administrator a signed written request for exclusion. 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, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the proposed Settlement.

(3) Object to the Class Settlement. You may object to the Class Settlement by sending a signed written objection to the Administrator, or by attending the Final Approval Hearing. 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.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION AND PAGA 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 may opt out of the Class Settlement by sending the Administrator a signed written request for exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt out of the PAGA portion of the proposed Settlement. If the Court finally approves the Settlement, Defendant must pay Individual PAGA Payments to all Aggrieved Employees, and the 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 **Written Objections Must Be Submitted by [___]**	All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the proposed Settlement. You may object by sending a signed written objection to the Administrator or by attending the Final Approval Hearing. 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 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 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [___] at [___]. 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 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods **Written Challenges Must Be Submitted by [___]**	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends 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 Workweeks and PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [___]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs Leslie Morales and Brianna Torres-Cervantes are former office employees of Defendant. The Action accuses Defendant of failing to pay overtime wages, minimum wages, wages due upon termination, and reimbursable business expenses (including personal cell phone expenses); and failing to provide meal periods or premium pay in lieu thereof, rest periods or premium pay in lieu thereof, and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiffs are represented in the Action by Andrew E. Hillier and Hunter S. Matos of Harlan Hillier DiGiacco LLP and Colette N. Mahon of Lawyers for Employee and Consumer Rights, APC ("Class Counsel").

Defendant strongly denies violating any laws or failing to pay any wages to its employees and contends it complied with all applicable laws during the entirety of the Class Period. Defendant has entered into the Settlement solely for the purpose of resolving this dispute.

2. 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 participated in a mediation in an effort to resolve the Action by negotiating an end to the case (settle the case) rather than continuing the expensive and time-consuming process of litigation. The mediation took place on March 19, 2026, and the negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment approving the Settlement and enforcing the Agreement, with the Court retaining jurisdiction to enforce its terms, 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 believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval. The Court has also certified the Class for settlement purposes only. If the Court does not grant Final Approval, that certification will be vacated, the Settlement will be void, and the Action will proceed as though no class had been certified.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED CLASS ACTION AND PAGA 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, the Class Representative Service Payments, Class Counsel's attorneys' fees and litigation expenses, the Administrator's expenses, and the penalties to be paid to the LWDA.

Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 45 days after the Court's Order Granting Final Approval of the Settlement (or, if the Judgment is appealed, within 30 days after resolution of the appeal).

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

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. Class Counsel have an agreement to split attorneys' fees in this case. Class Counsel will receive the following portions of the attorneys' fees approved by the Court:

- Harlan Hillier DiGiacco LLP (75%): Served as Class Counsel through the conclusion of the litigation, filed the complaint and amended complaints, obtained and analyzed Defendant's records, negotiated the settlement, and prepared and filed all motions for settlement approval.

- Lawyers for Employee and Consumer Rights, APC (25%): Conducted the initial investigation and research regarding Defendant, interviewed and vetted Plaintiff Morales, performed the initial legal and factual analysis of the viability of the claims, conducted a search for related pending actions, and referred the matter.

B. Up to $5,000.00 each to Class Representatives Leslie Morales and Brianna Torres-Cervantes (up to $10,000.00 total) as Class Representative Service Payments 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 own Individual Class Payment and any Individual PAGA Payment.

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

D. Up to $10,000.00 for PAGA penalties, allocated 65% ($6,500.00) to the LWDA and 35% ($3,500.00) in Individual PAGA Payments to Aggrieved Employees based on their PAGA Pay Periods during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement," estimated to be $160,010.00) 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 ten percent (10%) of each Individual Class Payment to taxable wages ("Wage Portion") and the remaining ninety percent (90%) to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay its share of employer payroll taxes owed on the Wage Portion; this amount is in addition to, and will not be deducted from, the Gross Settlement Amount. 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). The void date will occur one hundred eighty (180) days after the date issued. If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the California State Controller's Office, Unclaimed Property Fund, in your name. No portion of the Gross Settlement Amount will revert to Defendant.

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 send the Administrator a signed written request for exclusion not later than ___. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their right to personally pursue wage and hour claims against Defendant.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the 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 decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void. In other words, 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 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 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement against Defendant. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts, 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 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. Aggrieved Employees' PAGA Release. After the Court's judgment is final and Defendant has fully funded the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release is as follows:

All allegedly Aggrieved Employees, including Non-Participating Class Members who are allegedly Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period, 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.

"Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

4. 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 (estimated to be 2,692 as of September 1, 2026), 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 Pay Periods worked by all Aggrieved Employees (estimated to be 3,272 as of September 1, 2026), and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek and PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. If you signed an individual settlement and release agreement with Defendant in connection with Defendant's November 2025 reclassification of office positions, the Workweeks covered by that agreement are not included in the Class Workweeks shown on the first page, because you were separately paid for those weeks. Your PAGA Pay Periods do include them. You have until ___ to challenge the number of Class Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information.

You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

If your Class Notice is returned as undeliverable and later re-mailed to a corrected address, your deadline to submit a Workweek or PAGA Pay Period challenge, a Request for Exclusion, or an objection will automatically be extended by an additional fourteen (14) calendar days beyond the Response Deadline.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt out), including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if any). The Administrator will mail your check within fourteen (14) days after Defendant funds the Gross Settlement Amount.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement. The Administrator will mail your check within fourteen (14) days after Defendant funds the Gross Settlement Amount.

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

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

To opt out of the Class Settlement, send the Administrator a signed written request for exclusion by the deadline below. The Administrator will exclude you based on any writing that reasonably communicates your request to be excluded. Be sure to sign your request and identify the Action as *Morales, et al. v. Hughes-Nelson Painting, Inc. d/b/a Apex Imaging Services Inc.*, Case No. 25STCV16345, and include your name, address, and telephone number or email address. A Class Member or his or her representative may submit the request. Your request must be sent to the Administrator no later than ___, or it will not be valid. Section 9 of this Notice has the Administrator's contact information. If you do not request exclusion, you may, if you wish, enter an appearance in this Action through your own attorney and at your own expense.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. Not later than 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 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website or the Court's website.

A Participating Class Member who disagrees with any aspect of the Agreement 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 _____. To object in writing, send a signed objection to the Administrator. You do not need to file anything with the Court. 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, *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 with Defendant, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. THE FINAL APPROVAL HEARING AND FINAL JUDGMENT

You can, but do not have to, attend the Final Approval Hearing on [___] at [___] in Department 15 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 Administrator's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

After the Court enters judgment, the Administrator will post the Final Judgment on the settlement website identified in Section 9 of this Notice for a period of one hundred eighty (180) days following entry of Judgment. (Cal. Rules of Court, rule 3.771(b).)

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Administrator's website: [___]. 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 (www.lacourt.ca.gov) and enter 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.

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Telephone: (844) 619-7541

Settlement Administrator:
Apex Class Action LLC
Email Address: support@apexclassaction.com
Mailing Address: PO Box 54668, Irvine, CA 92619
Telephone: 1-800-355-0700

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, the Administrator cannot reissue it; however, the funds represented by the check will be transmitted to the California State Controller's Office, Unclaimed Property Fund, in your name, and you may claim them from the State Controller.

11. WHAT IF I CHANGE MY ADDRESS?

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