PAGA SETTLEMENT AGREEMENT

IT IS HEREBY AGREED by and between Plaintiff Martha Ramos De Ambrosio ("Plaintiff"), for herself and on behalf of the State of California and all Private Attorneys General Act ("PAGA") Settlement Group Members, on the one hand, and Defendant Koop-Alexander Janitorial Services, LLC ("Defendant"), on the other (collectively, the "Parties"), subject to the approval of the Court in accordance with California Labor Code section 2699(l)(2), that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the Action (as defined in Section I below) shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiff and the PAGA Settling Employees as set forth herein.

1. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

1.1 "Action" means the civil action, including the original complaint, *Martha Ramos De Ambrosio v. Koop-Alexander Janitorial Services, Inc., et al.*, Case No. 30-2023-01340989-CU-WT-CJC.

1.2 "Administrator" means Phoenix Settlement Administrators, 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 to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee" means all current and former non-exempt or hourly paid employees who worked for Defendant in California at any time during the PAGA Period.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's position including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.6 "Agreement" means this Settlement Agreement.

1.7 "Approval Date" means the date the Court grants approval of this Agreement by signing and filing the Final Order.

1.8 "Complaint" means the Complaint filed by Plaintiff on or about August 4, 2023 in the Action.

1.9 "Court" means the Superior Court of California, County of Orange.

1.10 "Defendant" means the Defendant in this Action, Koop-Alexander Janitorial Services, Inc.

1.11 "Defense Counsel" or "Counsel for Defendant" means:

John A. Haubrich, Esq. (SBN 228341)
jhaubrich@ohaganmeyer.com
Krikor Moloyan, Esq. (296655)
kmoloyan@ohaganmeyer.com
O'Hagan Meyer LLP
550 S. Hope Street, Suite 2400
Los Angeles, CA 90071
Telephone: (213) 423-6008

1.12 "Effective Date" means the date by which all of the following have occurred:

1. The Court has approved the Settlement;

2. The Court has entered the Final Order; and,

3. If the State of California, acting through the LWDA or any other administrative agency or official, or any third party objects or intervenes, but no appeal is filed, the applicable time for appeal; or, in the event any appeal is filed, the date the appeal is disposed in the Parties' favor and is no longer subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for review, or otherwise. Should any appeal not result in approval of the Parties' Settlement as described herein, the Settlement shall be void and of no further force or effect.

1.13 "Final Order" means the final Court order entered in this Action in accordance with the terms herein, the Court adopting and approving this Agreement (and the terms of Settlement described herein) under the specific terms requested, and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.

1.14 "Gross Settlement Amount" means $450,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.15 "Individual PAGA Payments" means the portion of the Settlement Sum that shall be paid to each PAGA Settlement Group Member per the terms and conditions of this Agreement on a pro rata basis calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period. PAGA Settlement Group Members will be issued IRS Form 1099s for their Individual PAGA Payments.

1.16 "Judgment" means the judgment entered by the Court based upon the Final Order.

1.17 "LWDA" means the State of California Labor and Workforce Development Agency.

1.18 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA pursuant to Labor Code section 2699, subd. (1).

1.19 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.20 "PAGA" means the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

1.21 "PAGA Counsel" or "Plaintiff's Counsel" means:

Ramin R. Younessi, Esq. (SBN 175020)
ryounessi@younessilaw.com
Samantha L. Ortiz, Esq. (SBN 312503)
sortiz@younessilaw.com
LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION
3435 Wilshire Boulevard, Suite 2200
Los Angeles, CA 90010
Tel: (213) 480-6200

1.22 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.23 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.24 "PAGA Period" means the period from May 31, 2022 to December 2, 2025.

1.25 "PAGA Notice" means Plaintiff's January 18, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.26 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to the LWDA in settlement of PAGA claims.

1.27 "Plaintiff" means Martha Ramos De Ambrosio, the named Plaintiff in the Action.

1.28 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.29 "Released PAGA Claims" means any and all claims for civil penalties under California Labor Code § 2698, *et seq.* ("PAGA"), arising out of the facts alleged in the LWDA Letter and Operative Complaint, arising during the PAGA Period, for violations of 8 Code of Regulations § 11050, California Labor Code §§ 98.6, 201, 202, 203, 206.5, 210, 221, 226, 226.3, 226.7, 226.8, 227.3, 246, 248.5, 510, 512, 558, 558.1, 1102.5, 1174, 1182.12, 1194, 1194.2, 1197, 2800 and 2802 and California Industrial Welfare Commission Wage Orders No. 5-2001 for failure to pay wages (including, inter alia, minimum, regular, and overtime), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to provide sick pay, retaliation, requiring a release before wages were paid, unlawful deductions, failure to pay vested vacation hours upon termination, and failure to indemnify for all necessary business expenses.

1.30 "Released Parties" means Defendant Koop-Alexander Janitorial Services, Inc. doing business as Creative Maintenance Systems, Koop-Alexander Janitorial Services, LLC, Scopes Facility Services Inc., and any and all subsidiaries of Defendant, and each of their past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, shareholders, consultants, advisors, insurers, reinsurers and assigns, franchisors, and each of their past, present and future partners, principals, officers, investors, directors, executives, owners, trustees, agents, employees, attorneys, representatives, benefit plans sponsored or administered by the Released Parties, and any other persons or entities acting on behalf of or in concert with any of the foregoing.

1.31 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment, including to dispose of the Action, the PAGA Claims, and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, attorneys' fees and costs, administration costs, damages, penalties, fines, interest, injuries, compensation, judgments, orders and liabilities alleged in, arising from or related to the Action and PAGA claims

2. RECITALS

2.1 On August 4, 2023, Plaintiff commenced this Action by filing a Complaint against Defendant alleging causes of action that included failure to pay wages, failure to provide rest periods, failure to provide itemized wage and hour statements, waiting time penalties, penalties pursuant to the Private Attorney General Act, failure to permit inspection of personnel and payroll records, and unfair competition.

2.2 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

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

2.4 On September 3, 2025, the Parties participated in an all-day mediation with Eve Wagner, Esq. which included arms-length settlement negotiations with the assistance of the mediator where the Parties were able to reach a resolution of the Action in its entirety.

2.5 Prior to the mediation, Plaintiff obtained, through both formal and informal discovery, records relating to the Aggrieved Employees.

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

3. AMENDMENT OF COMPLAINT

3.1 As a condition of settlement, Plaintiff shall file a First Amended Complaint to include all Labor Code violations that were alleged in Plaintiff's PAGA Notice dated January 18, 2023. The First Amended Complaint will become the "Operative Complaint" in this Action.

4. MONETARY TERMS

4.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $450,000 and no more as the Gross Settlement Amount. Defendant will pay the Gross Settlement Amount one hundred twenty (120) days after the Effective Date as stated in Paragraph 5.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

4.2 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 Order:

4.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than thirty-three percent (33%) which is currently estimated to be $148,500.00 and PAGA Counsel Litigation Expenses Payment of not more than $10,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the

Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA 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.

4.2.2 To the Administrator: An Administrator Expenses Payment not to exceed $4,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $4,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

4.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $287,500 to be paid from the Gross Settlement Amount, with 75% ($215,625.00) allocated to the LWDA PAGA Payment and 25% ($71,875.00) allocated to the Individual PAGA Payments.

4.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (estimated at $71,875.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4.2.3.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

5. SETTLEMENT FUNDING AND PAYMENTS

5.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are a total of 22,500 PAGA Pay Periods.

5.2 Aggrieved Employee Data. Within 120 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.

5.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than one hundred twenty (120) days after the Effective Date.

5.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

5.2.3.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 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. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

5.2.3.3 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 checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

6. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

6.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). In her capacity as a private attorney general and an "aggrieved employee" acting on behalf of herself, the Aggrieved Employees, and as a proxy or agent of the LWDA and the State of California, Plaintiff agrees to release Defendant and the other Released Parties, from any and all PAGA Claims that arose during the PAGA Period. The express purposes of this Agreement and the Final Order to be entered by the Court following approval of this Agreement regarding the Action is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA from asserting any of the PAGA Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court,* 46 Cal.4th 969, 986 (2009), the ability of Plaintiff, the State of California and any Aggrieved Employee (which includes any legal heirs and/or successors in interest of each and every Aggrieved Employee) to bring a PAGA Claim on behalf of the LWDA is completely and forever foreclosed. Any Party to this Settlement Agreement may use this Agreement to assert that this Agreement and the Final Order to be entered by the Court following approval of this Agreement bar any later-filed action asserting any of the PAGA Claims against any of the Released Parties. The provisions of this paragraph apply regardless of whether Plaintiff and/or the Aggrieved Employees cash their Individual PAGA Payments, so long as the Gross Settlement Amount is administered and carried out according to this Agreement. No Aggrieved Employee has the right to opt-out of, object to, or otherwise challenge this PAGA Release. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

Thus, subject to and in accordance with the provisions of this Agreement, even if Plaintiff may hereafter discover facts in addition to or different from those which she now knows or believes to be true with respect to the subject matter of the Released PAGA Claims, she shall be, upon the Effective Date, deemed to have and by operation of the Final Order shall have, fully, finally, and forever settled and released any and all of the Released PAGA Claims. This is true whether such claims are known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

6.3 Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6.4 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigned the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

7. **MOTION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file a motion for approval of this Settlement.

7.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) 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 Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; and (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)). In the declaration(s), PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns

8. SETTLEMENT ADMINISTRATION

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their 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 the purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise which will include, *inter alia*, the required tax reporting on Individual

PAGA Payments, the issuing of 1099 IRS Forms, calculating and distributing the Gross Settlement Amount, providing necessary reports and declarations, and performing related tax, accounting, and administrative services.

9. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the PAGA Period, there are approximately 548 Aggrieved Employees who worked a total of 22,500 Pay Periods during the PAGA Period. In the event the actual number of Pay Periods worked by Aggrieved Employees during the PAGA Period exceeds 24,750 (i.e. increases by more than 10%), Defendant agrees to increase the Gross Settlement Fund on a proportionate basis for the percentage increase over 10%. For example, an 11% increase would result in a 1% increase of the Gross Settlement Fund.

10. **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 and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11. **WAIVER OF RIGHT TO APPEAL.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel 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 another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

12. **NO PRESS RELEASES.** No Party or their counsel shall issue a press release or otherwise notify the media about the terms of this Agreement or the Action, nor advertise or market any of the terms of this Agreement or the Action through written, recorded or electronic communication. The Parties and their counsel further agree that, if contacted regarding this case, they will state only that the lawsuit exists and has been resolved. This provision is not intended to, and does not limit, Plaintiff's Counsel from notifying the LWDA of the settlement or responding to questions from and providing advice to Aggrieved Employees regarding the settlement after Court approval is granted. This provision also does not preclude the Parties from corresponding with any settlement administrators nor from filing with the Court documents (including this Settlement Agreement) necessary to obtain Court approval pursuant to PAGA.

13. **NO TAX REPRESENTATIONS.** The Parties agree that all tax obligations, if any, which may arise from the payments set forth above shall be the sole obligation of Plaintiff and/or Aggrieved Employees. Plaintiff acknowledges that Plaintiff's Counsel and Defendant do not make representations or warranties with respect to any tax consequences or characterization of the nature of any payment under this Agreement.

14. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right 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).

10.2 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.

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

10.4 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, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA 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.

10.7 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.

10.8 Agreement Binding on Successors. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

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

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

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

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 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.

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

10.15 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:

For Plaintiff:	Ramin R. Younessi (ryounessi@younessilaw.com) Samantha L. Ortiz (sortiz@younessilaw.com) Law Offices of Ramin R. Younessi, APLC 3435 Wilshire Blvd., Suite 2200 Los Angeles, CA 90010 Telephone: (844) 777-7777
For Defendant:	John A. Haubrich, Esq. (SBN 228341) jhaubrich@ohaganmeyer.com Krikor Moloyan, Esq. (296655) kmoloyan@ohaganmeyer.com O'Hagan Meyer LLP 550 S. Hope Street, Suite 2400 Los Angeles, CA 90071 Telephone: (213) 423-6008

10.16 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.

10.17 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 pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

10.18 Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement and further intend that this Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms.

IN WITNESS WHEREOF, the Parties each acknowledge that they have read the foregoing Agreement, accepts and agrees to the provisions contained in this Agreement and hereby executes it voluntarily and with full understanding of its consequences on the date set forth below.

(Signatures on following page)

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APPROVED AND ACCEPTED.

Dated: January 27, 2026

____
MARTHA RAMOS DE AMBROSIO, Plaintiff and PAGA Representative

Dated: January ____, 2026

KOOP-ALEXANDER JANITORIAL SERVICES, LLC

By ______________________________

________________, its ________________

APPROVED AND ACCEPTED.

Dated: January ____, 2026

____
MARTHA RAMOS DE AMBROSIO, Plaintiff and PAGA Representative

Dated: January 30, 2026

KOOP-ALEXANDER JANITORIAL SERVICES, LLC

By ______________________________

Joseph McMorris its Vice President Human Resources