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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

YOVANY FLAMENCO, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

AUSTIN/JONES CORP., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 30-2025-01528256-CU-OE-CXC

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT
AGREEMENT**

Complaint filed: November 24, 2025
First Amended Complaint filed: March 27, 2026
Trial date: Not set

1 **CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT**

2 This Joint Stipulation of Class and Representative Action Settlement Agreement (“Settlement
3 Agreement,” “Settlement,” or “Agreement”) is made by and between Plaintiff Yovany Flamenco
4 (“Plaintiff”) and Defendant Austin/Jones Corp. (“Defendant”) (Plaintiff and Defendant collectively,
5 “the Parties,” and individually “Party”).

6 **1. DEFINITIONS.**

7 1.1. “Action” means *Yovany Flamenco v. Austin/Jones Corp.*, Superior Court of the State of
8 California, County of Orange, Case No. 30-2025-01528256-CU-OE-CXC.

9 1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral
10 entity the Parties have agreed to appoint to administer the Settlement.

11 1.3. “Administration Expenses Payment” means the court-approved amount the
12 Administrator will be paid from the Gross Settlement Amount to reimburse its
13 reasonable fees and expenses in accordance with the Administrator’s “not to exceed”
14 bid submitted to the Court in connection with Preliminary Approval of the Settlement.

15 1.4. “Class” means all current and former hourly-paid or non-exempt employees of
16 Defendant in California employed during the Class Period, which for the avoidance of
17 doubt may also include Aggrieved Employees as defined herein.

18 1.5. “Class Counsel” means Moon Law Group, PC.

19 1.6. “Class Counsel Fees Payment” means the court-approved amount allocated to Class
20 Counsel for reimbursement of their reasonable fees incurred to prosecute the Action,
21 not to exceed thirty-five percent (35%) of the Gross Settlement Amount.

22 1.7. “Class Counsel Litigation Expenses Payment” means the court-approved amount
23 allocated to Class Counsel for reimbursement of their reasonable expenses incurred to
24 prosecute the Action, not to exceed \$25,000.00.

25 1.8. “Class Data” means certain identifying information of Class Members in Defendant’s
26 possession, specifically Class Members’ full names, last-known mailing addresses, last
27 known telephone numbers, Social Security numbers, and total Class Period Workweeks
28

and total PAGA Period Pay Periods.

1.9. “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 a member of the PAGA Group).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member or PAGA Group member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address (“NCOA”) database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing, to be mailed to Class Members in English and Spanish, in a form substantially similar to the draft attached as **Exhibit A** and incorporated by reference into this Agreement. The Parties, through counsel, may agree to modifications to the Class Notice required to correct errors or effectuate changes required by the Court without the need to amend this Agreement, and the revised Class Notice shall be incorporated herein in place of the original **Exhibit A**.

1.12. “Class Period” means the period from November 24, 2021, through August 18, 2026.

1.13. “Class Representative” means the named Plaintiff in the Action, Yovany Flamenco, seeking Court approval to serve as a class representative.

1.14. “Class Representative Service Payment” means the court-approved payment allocated to the Class Representative for initiating and providing services in support of the Action, not to exceed \$10,000.00.

1.15. “Court” means the Superior Court of the State of California, County of Orange.

1.16. “Defendant” means the named Defendant, Austin/Jones Corp.

1.17. “Defense Counsel” means Medina McKelvey LLP.

1.18. “Dispute Form” means the form provided by the Parties for a Class Member to submit a Dispute Form from the Class Settlement as described in Section 6.13.2. The Dispute

Form is attached hereto as **Exhibit B**. The Dispute Form will be mailed to Class Members in English and Spanish, in a form substantially similar to the draft attached as **Exhibit B** and incorporated by reference into this Agreement.

1.19. “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the date of the resolution or withdrawal of any such appeal in a way that does not alter the terms of the Settlement.

1.20. “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.

1.21. “Final Approval Hearing” means the Court’s Hearing on Plaintiff’s Motion for Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means \$260,000.00, the total non-reversionary amount Defendant agrees to pay under the Settlement, except as provided in Section 7.0 below. The Gross Settlement Amount will pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administration Expenses Payment. The Gross Settlement Amount is exclusive of the employer share of any applicable payroll taxes, which shall be paid by Defendant separately and in addition to the Gross Settlement Amount.

1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks he or she worked during the Class Period, calculated solely and exclusively to effectuate Settlement of this Action.

- 1.24. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks he or she worked during the PAGA Period and calculated solely and exclusively to effectuate Settlement of this Action.
- 1.25. “Judgment” means the Judgment entered by the Court based upon the Final Approval Order.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency.
- 1.27. “LWDA PAGA Payment” means 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699(m).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who requests to be excluded from the Class Settlement by sending the Administrator a valid and timely Request for Exclusion as described in Section 6.13.1.
- 1.30. “Request for Exclusion Form” means the form provided by the Parties for a Class Member to submit a Request for Exclusion from the Class Settlement as described in Section 6.13.1. The Request for Exclusion Form is attached hereto as **Exhibit C**. The Request for Exclusion Form will be mailed to Class Members in English and Spanish, in a form substantially similar to the draft attached as **Exhibit C** and incorporated by reference into this Agreement.
- 1.31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period from November 24, 2024, through August 18, 2026.

- 1.33. “PAGA” means the Private Attorneys General Act, Labor Code sections 2698, *et seq.*
- 1.34. “PAGA Group” or “Aggrieved Employees” means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Period.
- 1.35. “PAGA Notice” means Plaintiff’s October 4, 2025 notice of California Labor Code violations submitted to the LWDA by online filing and sent via certified mail to Defendant pursuant to California Labor Code section 2699.3(a)(1)(A), bearing PAGA case number LWDA-CM-1129757-25.
- 1.36. “PAGA Penalties” means the total amount of civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$26,000.00, allocated 35% to the Aggrieved Employees (\$9,100.00) and 65% to the LWDA (\$16,900.00), calculated solely and exclusively to effectuate Settlement of this Action, and for no other reason or purpose.
- 1.37. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.
- 1.38. “Plaintiff” means Yovany Flamenco, the named Plaintiff in the Action.
- 1.39. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Class Settlement.
- 1.40. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury Regulation section 1.468B-1, 26 CFR section 1.468B-1 *et seq.*, that is established by the Administrator.
- 1.41. “Released Class Claims” means the claims being released as described in Section 5.2.
- 1.42. “Released PAGA Claims” means the claims being released as described in Section 5.3.
- 1.43. “Released Parties” means Defendant Austin/Jones Corp., and each of its former, present, and/or future directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliates, agents, and any other entities or persons acting by, through, under, or in concert with any of them.

1.44. “Request for Exclusion” means a Class Member’s written request to be excluded from the Class Settlement.

1.45. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and the last date on which Class Members may: (a) fax, email, or mail a Request for Exclusion from the Class Settlement; (b) fax, email, or mail a written Objection to the Settlement; or (c) fax, email, or mail a Challenge to the Calculation of Workweeks and/or PAGA Pay Periods allocated to the Class Member or PAGA Group member. The Response Deadline for Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall be extended by fourteen (14) calendar days beyond the original Response Deadline.

1.46. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment. “Class Settlement” means the non-PAGA portion of the Settlement resolving the Released Class Claims, including the Individual Class Payments. “PAGA Settlement” means the portion of the Settlement resolving the Released PAGA Claims, including the LWDA PAGA Payment and Individual PAGA Payments.

1.47. “Workweek” means any week during the Class Period in which a Class Member or worked for Defendant at least one day.

2. **RECITALS.**

2.1. On October 4, 2025, pursuant to Labor Code section 2699.3(a)(1)(A), Plaintiff provided written notice to the LWDA by online filing and to Defendant via certified mail of the specific California Labor Code provisions Plaintiff alleged Defendant had violated, bearing PAGA case number LWDA-CM-1129757-25.

2.2. On November 24, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages (Cal. Lab. Code sections 204, 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code sections 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab.

Code sections 226.7 and 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code section 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code section 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code sections 201-203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code section 226); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code sections 17200, *et seq.*).

2.3. On March 27, 2026, following leave granted by the Court, Plaintiff filed the First Amended Class and Representative Action Complaint, adding a Ninth Cause of Action for civil penalties under PAGA (Cal. Lab. Code section 2699, *et seq.*). The First Amended Complaint is the Operative Complaint in the Action.

2.4. 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.

2.5. The Court has not granted class certification.

2.6. On June 23, 2026, the Parties participated in a mediation presided over by experienced wage-and-hour mediator Jason C. Marsili, Esq., which led to this Agreement to settle the Action. Prior to the mediation, the Parties engaged in informal discovery, through which Plaintiff obtained records, policies, and data necessary to evaluate the claims in this Action. The Parties, Class 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. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Section 7.1 below, Defendant will pay \$260,000.00, and no more, as the Gross Settlement Amount and will 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 any payroll taxes prior to the deadline stated in Section 4.1 of

1 this Agreement. The Administrator will disburse the entire Gross Settlement Amount
2 without asking or requiring Participating Class Members or Aggrieved Employees to
3 submit a claim as a condition of payment. None of the Gross Settlement Amount will
4 revert to Defendant.

5 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
6 the following payments from the Gross Settlement Amount, in the amounts specified
7 by the Court in the Final Approval Order:

8 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class
9 Representative of not more than \$10,000.00 (in addition to any Individual Class
10 Payment and Individual PAGA Payment the Class Representative is entitled to
11 receive as a Participating Class Member). Defendant will not oppose Plaintiff's
12 request for a Class Representative Service Payment that does not exceed this
13 amount. Plaintiff and/or Class Counsel will file a Motion supporting the Class
14 Representative Service Payment no later than sixteen (16) court days before the
15 Final Approval Hearing. If the Court approves of a Class Representative Service
16 Payment that is less than the amount requested, the Administrator will retain the
17 remainder in the Net Settlement Amount. The Administrator will pay the Class
18 Representative Service Payment using IRS Form 1099. Plaintiff shall be solely
19 and legally responsible for paying any applicable taxes on this payment and
20 shall hold Defendant harmless from any claim or liability for taxes, penalties,
21 or interest arising as a result of the payment. Defendant makes no
22 representations as to the tax treatment or legal effect of the payment called for
23 herein, and Plaintiff is not relying on any statement or representation by
24 Defendant or its counsel in this regard.

25 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five
26 percent (35%) of the Gross Settlement Amount, which is currently estimated to
27 be \$91,000.00, and a Class Counsel Litigation Expenses Payment of not more
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1 than \$25,000.00. Defendant will not oppose requests for these payments
2 provided that they do not exceed these amounts. Plaintiff and/or Class Counsel
3 will file a Motion for Class Counsel Fees Payment and Class Counsel Litigation
4 Expenses Payment no later than sixteen (16) court days prior to the Final
5 Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or
6 Class Counsel Litigation Expenses Payment less than the amounts requested,
7 the Administrator will allocate the remainder to the Net Settlement Amount.
8 Released Parties shall have no liability to Class Counsel or any other Plaintiff's
9 Counsel arising from any claim related to any portion of any Class Counsel Fees
10 Payment and/or Class Counsel Litigation Expenses Payment. The
11 Administrator will pay the Class Counsel Fees Payment and Class Counsel
12 Litigation Expenses Payment using one or more IRS 1099 Forms. Class
13 Counsel assumes full responsibility and liability for taxes owed on the Class
14 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and
15 holds Defendant harmless, and indemnifies Defendant, from any dispute or
16 controversy regarding any division or sharing of any of these Payments.

17 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
18 \$7,500.00, the Administrator's "not to exceed" bid, except for a showing of
19 good cause and as approved by the Court. To the extent the administration
20 expenses are less, or the Court approves payment less than the bid amount, the
21 Administrator will retain the remainder in the Net Settlement Amount.

22 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
23 by (a) dividing the Net Settlement Amount by the total number of Workweeks
24 worked by all Participating Class Members during the Class Period and (b)
25 multiplying the result by each Participating Class Member's Workweeks.

26 3.2.4.a. Tax Allocation of Individual Class Payments. Twenty percent (20%) of
27 each Participating Class Member's Individual Class Payment will be
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1 allocated to settlement of wage claims (the "Wage Portion"). The Wage
2 Portions are subject to tax withholding and will be reported on an IRS
3 W-2 Form. The remaining eighty percent (80%) of each Participating
4 Class Member's Individual Class Payment will be allocated to
5 settlement of claims for interest (40%) and penalties (40%) (the "Non-
6 Wage Portion"). The Non-Wage Portions are not subject to wage
7 withholdings and will be reported on IRS 1099 Forms. Participating
8 Class Members assume full responsibility and liability for any employee
9 taxes owed on their Individual Class Payment.

10 3.2.4.b. Effect of Non-Participating Class Members on Calculation of Individual
11 Class Payments. Non-Participating Class Members will not receive any
12 Individual Class Payments. The Workweeks of Non-Participating Class
13 Members are not included in the calculation of payments to Participating
14 Class Members. The Administrator will retain amounts equal to their
15 Individual Class Payments in the Net Settlement Amount for
16 distribution to Participating Class Members on a pro rata basis.

17 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
18 \$26,000.00 to be paid from the Gross Settlement Amount, with 65%
19 (\$16,900.00) allocated to the LWDA PAGA Payment and 35% (\$9,100.00)
20 allocated to the Individual PAGA Payments.

21 3.2.5.a. The Administrator will calculate each Individual PAGA Payment by (a)
22 dividing the amount of the Aggrieved Employees' 35% share of PAGA
23 Penalties (\$9,100.00) by the total number of Workweeks worked by all
24 Aggrieved Employees during the PAGA Period and (b) multiplying the
25 result by each Aggrieved Employee's Workweeks during the PAGA
26 Period. Aggrieved Employees assume full responsibility and liability for
27 any taxes owed on their Individual PAGA Payment. The Administrator
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will report the Individual PAGA Payments on IRS 1099-MISC Forms. Aggrieved Employees assume full responsibility and liability for any employee taxes owed on their Individual PAGA Payment.

3.2.5.b. 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. Funding of Gross Settlement Amount. The Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator within thirty (30) calendar days of the Effective Date. The funding date shall be advanced to the next regular business day if it falls on a holiday or a weekend.

4.2. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments.

4.2.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail with postage prepaid. Before mailing any checks, the Administrator must update the recipient's mailing addresses using the National Change of Address Database. The face of each check shall prominently state the date the check will be voided. Each check will

1 be voided 180 calendar days after the date of mailing (“void date”). The
2 Administrator will cancel all checks not cashed by the void date. The
3 Administrator will send checks for Individual Class Payments to all
4 Participating Class Members, including those for whom a Class Notice was
5 returned undelivered. The Administrator will send checks for Individual PAGA
6 Payments to all Aggrieved Employees, including Non-Participating Class
7 Members who qualify as Aggrieved Employees and those Aggrieved
8 Employees for whom a Class Notice was returned undelivered. The
9 Administrator may send Participating Class Members who are also Aggrieved
10 Employees a single check combining the Individual Class Payment and
11 Individual PAGA Payment.

12 4.2.2. No later than seven (7) calendar days after receiving a returned check, the
13 Administrator must re-mail checks to the USPS forwarding address provided or
14 to an address ascertained through the Class Member Address Search for Class
15 Members and Aggrieved Employees whose checks are returned undelivered
16 without a USPS forwarding address. Thereafter, the Administrator need not take
17 further steps to deliver checks to Class Members or Aggrieved Employees
18 whose re-mailed checks are returned as undelivered. The Administrator shall
19 promptly send a replacement check to any Class Member or Aggrieved
20 Employee whose original check was lost or misplaced and who requests the
21 replacement before the void date.

22 4.2.3. For any Class Member whose Individual Class Payment check or for any
23 Aggrieved Employee whose Individual PAGA Payment check is uncashed and
24 cancelled after the void date, the Administrator shall transmit the funds
25 represented by such checks to the California Controller’s Unclaimed Property
26 Fund pursuant to the Unclaimed Property Law, California Civil Code section
27 1500, *et seq.*, in the name of the Class Member or Aggrieved Employee, thereby
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1 leaving no “unpaid residue” in accordance with the requirements of California
2 Code of Civil Procedure section 384(b). The Parties agree that this disposition
3 results in no unpaid residue, as all payments to the Participating Class Members
4 and PAGA Members will be paid out whether or not these individuals cash their
5 Settlement checks. Therefore, Defendant will not be required to pay any interest
6 on such amounts.

7 4.2.4. The payment of Individual Class Payments and Individual PAGA Payments
8 shall not obligate Defendant to confer any additional benefits or make any
9 additional payments to Class Members or Aggrieved Employees, such as 401(k)
10 contributions or bonuses, beyond those specified in this Agreement. Rather, it
11 is the Parties’ intention that this Agreement will not affect any rights,
12 contributions, or amounts to which any Class Members may be entitled under
13 any benefit plans.

14 **5. RELEASES OF CLAIMS.** Effective on the date Defendant fully funds the entire Gross
15 Settlement Amount and separately pays all employer payroll taxes owed on the Wage Portion of the
16 Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will
17 release claims against the Released Parties as follows:

18 5.1. Plaintiff’s Release. Plaintiff and his respective former and present representatives,
19 agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release
20 and discharge the Released Parties from any and all claims that can be released by law,
21 whether known or unknown, arising from or related to Plaintiff’s employment with
22 Defendant. Plaintiff understands he is releasing potentially unknown claims, and that
23 Plaintiff may have limited knowledge with respect to some of the claims being released.
24 Plaintiff acknowledges there is a risk that, after signing this Agreement, Plaintiff may
25 learn information that might have affected Plaintiff’s decision to enter into this
26 Agreement. Plaintiff assumes this risk and all other risks of any mistake in entering into
27 this Agreement. Plaintiff agrees that this Agreement is fairly and knowingly made.
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1 Plaintiff represents and warrants that Plaintiff has all necessary authority to enter into
2 this Agreement and that Plaintiff has not transferred any interest in any claims to any
3 third party. Plaintiff's Release does not extend to any claims or actions to enforce this
4 Agreement, or to any claims for vested benefits, unemployment benefits, disability
5 benefits, social security benefits, or workers' compensation benefits.

6 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
7 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
8 provisions, rights, and benefits, if any, of Section 1542 of the California Civil
9 Code, which reads:

10
11 **A general release does not extend to claims that the creditor or releasing**
12 **party does not know or suspect to exist in his or her favor at the time of**
13 **executing the release, and that if known by him or her would have**
14 **materially affected his or her settlement with the debtor or released party.**

15 5.2. Release by Participating Class Members: All Participating Class Members, on behalf
16 of themselves and their respective former and present representatives, agents, attorneys,
17 heirs, administrators, successors, and assigns, fully and finally release and discharge the
18 Released Parties from any and all claims, debts, liabilities, demands, obligations,
19 penalties, costs, expenses, attorneys' fees, damages, and causes of action that were
20 alleged or that reasonably could have been alleged based on the facts alleged in the
21 Operative Complaint arising during the Class Period, including, without limitation, a
22 release of all claims alleged in the Operative Complaint for alleged (1) failure to pay
23 minimum wages (Cal. Lab. Code sections 204, 1194, 1194.2, and 1197); (2) failure to
24 pay overtime compensation (Cal. Lab. Code sections 1194 and 1198); (3) failure to
25 provide meal periods (Cal. Lab. Code sections 226.7 and 512); (4) failure to authorize
26 and permit rest breaks (Cal. Lab. Code section 226.7); (5) failure to indemnify necessary
27 business expenses (Cal. Lab. Code section 2802); (6) failure to timely pay final wages
28 at termination (Cal. Lab. Code sections 201-203); (7) failure to provide accurate

1 itemized wage statements (Cal. Lab. Code section 226); and (8) violation of California
2 Business and Professions Code sections 17200, *et seq.* (collectively, the “Released
3 Class Claims”). Class Members will not release any other claims, including claims for
4 vested benefits, unemployment benefits, disability benefits, social security benefits,
5 and/or workers’ compensation benefits.

6 5.3. Release by Aggrieved Employees: Plaintiff, as the PAGA Representative, all Aggrieved
7 Employees, the State of California, and the LWDA, on behalf of themselves and their
8 respective former and present representatives, agents, attorneys, heirs, administrators,
9 successors, and assigns, fully and finally release and discharge the Released Parties
10 from all claims for civil penalties, and attorneys’ fees and costs, under PAGA that were
11 alleged or that reasonably could have been alleged based on the facts alleged in the
12 Operative Complaint or the PAGA Notice, including, but not limited to, civil penalties
13 that could have been awarded pursuant to Labor Code sections 201, 202, 203, 204, 210,
14 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198,
15 2698, 2699, and 2802, and the applicable IWC Wage Order(s) (collectively, the
16 “Released PAGA Claims”), arising during the PAGA Period. Eligible Aggrieved
17 Employees will receive their share of the employee portion of the PAGA Penalties and
18 will be deemed to have released the Released PAGA Claims, regardless of whether they
19 opt out from the release of their Class Claims. Non-Participating Class Members who
20 are Aggrieved Employees are deemed to release the claims identified in this Section 5.2
21 and are eligible for an Individual PAGA Payment.

22 **6. SETTLEMENT ADMINISTRATION.**

23 6.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action
24 Administration Solutions to serve as the Administrator and verified that, as a condition
25 of appointment, Phoenix Class Action Administration Solutions agrees to be bound by
26 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
27 exchange for the Administration Expenses Payment. The Parties and their Counsel
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1 represent that they have no interest or relationship, financial or otherwise, with the
2 Administrator other than a professional relationship arising out of prior experiences
3 administering settlements.

4 6.2. Class Data. No later than twenty-one (21) calendar days after the Court grants
5 Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the
6 Administrator in the form of a Microsoft Excel spreadsheet containing the following
7 information for each Class Member: (1) full name; (2) last known home address; (3)
8 last known telephone number; (4) Social Security number; (5) total Workweeks during
9 the Class Period; (6) total Pay Periods during the PAGA Period; and (7) any other
10 information required by the Administrator to effectuate the terms of this Agreement. To
11 protect Class Members' privacy rights, the Administrator must maintain the Class Data
12 in confidence, use the Class Data only for purposes of the Settlement and for no other
13 purpose, and restrict access to the Class Data to Administrator employees who need
14 access to the Class Data to effect and perform under the Settlement. Defendant has a
15 continuing duty to immediately notify Class Counsel if it discovers that the Class Data
16 omitted Class Member identifying information and to provide corrected or updated
17 Class Data as soon as reasonably feasible. Without any extension of the deadline by
18 which Defendant must send the Class Data to the Administrator, the Parties and their
19 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
20 resolve any issues related to missing or omitted Class Data.

21 6.3. Notice of Receipt of Class Data. No later than three (3) business days after receipt of
22 the Class Data, the Administrator shall notify Class Counsel that the list has been
23 received and state the number of Class Members, Aggrieved Employees, Workweeks,
24 and PAGA Pay Periods in the Class Data.

25 6.4. Notice to Class Members. No later than seven (7) calendar days after receiving the Class
26 Data from Defendant, the Administrator will send all Class Members identified in the
27 Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice
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1 in English and Spanish, substantially in the form attached to this Agreement as **Exhibit**
2 **A.** The Class Notice shall prominently estimate the dollar amounts of any Individual
3 Class Payment and/or Individual PAGA Payment payable to the Class Member and/or
4 Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to
5 calculate these amounts. Before mailing Class Notices, the Administrator shall update
6 Class Member addresses using the National Change of Address database.

7 6.5. Remailing of Class Notice. No later than three (3) business days after its receipt of any
8 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the
9 Class Notice using any forwarding address provided by USPS. If USPS does not
10 provide a forwarding address, the Administrator shall conduct a Class Member Address
11 Search and re-mail the Class Notice to the most current address obtained. The
12 Administrator has no obligation to make further attempts to locate or send the Class
13 Notice to Class Members whose Class Notice is returned by USPS a second time.

14 6.5.1. The deadlines for Class Members' Objections, Challenges to Calculation of
15 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be
16 extended an additional fourteen (14) calendar days beyond the sixty (60)
17 calendar days otherwise provided in the Class Notice for all Class Members
18 whose notice is re-mailed. The Administrator will inform the Class Member of
19 the extended deadline with the re-mailed Class Notice.

20 6.5.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel is
21 contacted by or otherwise discovers any persons who believe they should have
22 been included in the Class Data and should have received Class Notice, the
23 Parties will expeditiously meet and confer in person or by telephone, and in
24 good faith, to agree on whether to include them as Class Members. If the Parties
25 agree, such person(s) will be Class Members entitled to the same rights as other
26 Class Members, and the Administrator will send, via email or overnight
27 delivery, a Class Notice requiring them to exercise options under this
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1 Agreement no later than fourteen (14) calendar days after receipt of the Class
2 Notice, or the deadline in the Class Notice, whichever is later.

3 6.6. Requests for Exclusion and Exclusion List. The Administrator will promptly review
4 Requests for Exclusion on a rolling basis to ascertain their validity and timeliness. No
5 later than five (5) days after the expiration of the deadline for submitting Requests for
6 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
7 containing the names and other identifying information of Class Members who have
8 submitted Requests for Exclusion, regardless of whether the requests are valid and
9 timely ("Exclusion List"); and (b) copies of all Requests for Exclusion submitted,
10 regardless of whether the requests are valid and timely.

11 6.7. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
12 Class Counsel and Defense Counsel that tally the number of Class Notices mailed or
13 re-mailed, Class Notices returned undelivered, Requests for Exclusion received
14 (whether valid or invalid), Objections received, Challenges to Workweeks and/or
15 PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class
16 Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports
17 must include the Administrator's assessment of the validity of the Requests for
18 Exclusions and attach copies of all Requests for Exclusion and Objections received.

19 6.8. Administrator's Declaration. No later than seven (7) business days after the Response
20 Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed
21 declaration suitable for filing in Court attesting to (i) its due diligence and compliance
22 with all of its obligations under this Agreement, including, but not limited to, its mailing
23 of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii)
24 the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members,
25 (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total
26 number of Objections received (valid or invalid), (vii) the total number of Participating
27 Class Members and Workweeks, (viii) the total number of Aggrieved Employees and
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PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. 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.

6.9. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) 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.

6.10. 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.

6.11. 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 1.468B-1.

6.12. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members including the date, time, and location of the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, and Final Approval and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.

6.13. Class Members' Options.

6.13.1. Requests for Exclusion. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14)

calendar days for Class Members whose Class Notice is re-mailed) to exclude themselves from the Class Settlement. A Class Member may exclude himself or herself from the Class Settlement by emailing, faxing, or mailing a Request for Exclusion to the Administrator by either using the Request for Exclusion Form attached hereto as **Exhibit C**, or by submitting another written communication requesting exclusion that contains all required information for a Request for Exclusion. The Request for Exclusion must be valid and timely. To be valid, the Request for Exclusion must (1) include the Class Member's full name, address, telephone number, signature, and a simple written statement requesting to be excluded from the Class Settlement; (2) state the case name and number of the Action; and (3) be emailed, faxed, or mailed to the specified contact information for the Administrator. To be timely, the Request for Exclusion must be made no later than the Response Deadline; if the Request for Exclusion is sent by mail, it must be postmarked no later than the Response Deadline and the postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Class Member who does not submit a valid and timely Request for Exclusion will be deemed a Participating Class Member and will be bound by all terms of the Settlement if it is granted Final Approval. If a Class Member's Request for Exclusion is timely but invalid, that Class Member will be allowed to cure the defect(s). The Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fourteen (14) calendar days from the date of the cure letter, whichever is later, to postmark the revised Request for Exclusion. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a Request for

1 Exclusion. However, the Court has the final authority to make decisions
2 consistent with the terms of this Agreement on the validity or timeliness of a
3 Request for Exclusion. The Court's decision shall be final and not appealable
4 or otherwise susceptible to challenge.

5 6.13.1.a. Every Class Member who does not submit a timely and valid
6 Request for Exclusion is deemed to be a Participating Class Member
7 under this Agreement, entitled to all benefits and bound by all terms and
8 conditions of the Settlement, including the Participating Class
9 Members' Release under Section 5.1 of this Agreement, regardless of
10 whether the Participating Class Member actually receives the Class
11 Notice or objects to the Settlement.

12 6.13.1.b. Every Class Member who submits a valid and timely Request for
13 Exclusion is a Non-Participating Class Member and shall not receive an
14 Individual Class Payment or have the right to object to the Class
15 Settlement. Because future PAGA claims are subject to claim preclusion
16 upon entry of the Judgment, Non-Participating Class Members who are
17 Aggrieved Employees are deemed to release the claims identified in
18 Section 5.2 of this Agreement and are eligible for an Individual PAGA
19 Payment.

20 6.13.2. Challenges to Calculation of Workweeks. Each Class Member shall have sixty
21 (60) calendar days after the Administrator mails the Class Notice (plus an
22 additional fourteen (14) calendar days for Class Members whose Class Notice
23 is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods
24 allocated to the Class Member and/or Aggrieved Employee in the Class Notice.
25 A Class Member and/or Aggrieved Employee may challenge the allocation by
26 using the Dispute Form attached hereto as **Exhibit B** to the Administrator via
27 fax, email, or mail. The Challenge to Calculation of Workweeks and/or PAGA
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1 Pay Periods must be timely. To be timely, the Challenge must be made no later
2 than the Response Deadline; if sent by mail, it must be postmarked no later than
3 the Response Deadline and the postmark date will be the exclusive means of
4 determining timeliness. The Administrator must encourage the challenging
5 Class Member to submit supporting documentation. In the absence of any
6 contrary documentation, the Administrator is entitled to presume that the
7 Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct
8 so long as they are consistent with the Class Data. The Administrator shall
9 promptly provide copies of all Challenges to Calculation of Workweeks and/or
10 PAGA Pay Periods to Defense Counsel and Class Counsel. The Administrator,
11 Class Counsel, and Defense Counsel may attempt to resolve all Class Member
12 challenges over the calculation of Workweeks and/or PAGA Pay Periods. The
13 Administrator's determination of allocations of Workweeks and PAGA Pay
14 Periods is final and not appealable or otherwise susceptible to challenge.

15 6.13.3. Objections to Settlement. Each Participating Class Member shall have sixty (60)
16 calendar days after the Administrator mails the Class Notice (plus an additional
17 fourteen (14) calendar days for Class Members whose Class Notice is re-
18 mailed) to object to the Class Settlement and/or this Agreement, including
19 contesting the fairness of the Settlement and/or amounts requested for the Class
20 Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or
21 Class Representative Service Payment. Only Participating Class Members may
22 send written Objections to the Administrator. A Participating Class Member
23 may object to the Settlement by (1) appearing at the Final Approval Hearing
24 and verbally objecting to the Settlement or any term thereof; and/or (2) sending
25 a written objection to the Administrator that contains the required information
26 for a Written Objection. The written Objection must be valid and timely. To be
27 valid, the written Objection must: (1) include the Class Member's full name,
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address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action; and (3) be emailed, faxed, or mailed to the specified contact information for the Administrator. To be timely, the written Objection must be made no later than the Response Deadline; if sent by mail, it must be postmarked no later than the Response Deadline and the postmark date will be the exclusive means of determining timeliness. The Administrator, Class Counsel, and Defense Counsel may attempt to resolve any Class Member disputes on the validity or timeliness of a written Objection. However, the Court has the authority to make final decisions consistent with the terms of this Agreement on the validity or timeliness of a written Objection. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

7. ESCALATOR CLAUSE.

7.1. The Gross Settlement Amount is based on Defendant's representation that the Class Members worked a total of 7,659 Workweeks (worked by 154 Class Members extrapolated through June 23, 2026). Should the qualifying Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (i.e., the number of Workweeks in the Class Period exceeds 8,425), Defendant shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%. Alternatively, Defendant may elect to reduce the Class and PAGA release periods so that the Workweeks during the Class Period do not exceed the 10% increase threshold. Defendant agrees to be prepared to inform the Court of its election at the Preliminary Approval Hearing.

1 **8. DEFENDANT’S RIGHT TO WITHDRAW.**

2 8.1. If the number of valid and timely Requests for Exclusion exceeds ten percent (10%) of
3 the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw
4 from the Settlement. If Defendant elects to withdraw from the Settlement, Defendant
5 must meet and confer with Class Counsel no later than fourteen (14) calendar days after
6 expiration of the Response Deadline, and Defendant will be responsible for paying all
7 reasonably-incurred settlement administration expenses incurred to that point. Further,
8 the Settlement shall be void ab initio, have no force or effect whatsoever, and neither
9 Party will have any further obligation to perform under this Agreement, except as
10 provided in this Paragraph.

11 **9. MOTION FOR PRELIMINARY APPROVAL.** Class Counsel will prepare and file a motion
12 for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current
13 checklist for Preliminary Approvals. Defense Counsel will cooperate in finalizing the Motion for
14 Preliminary Approval and will have an opportunity to approve the documents before their filing.

15 9.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
16 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
17 notice and memorandum in support of the Motion for Preliminary Approval that
18 includes appropriate analysis of the Settlement and a request for approval of the PAGA
19 Settlement under Labor Code section 2699(s)(2); (ii) a draft proposed Order Granting
20 Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from
21 the Administrator attaching its “not to exceed” bid for administering the Settlement and
22 attesting to its willingness to serve, competency, operative procedures for protecting the
23 security of Class Data, amounts of insurance coverage for any data breach, defalcation
24 of funds or other misfeasance, all facts relevant to any actual or potential conflicts of
25 interest with Class Members, and the nature and extent of any financial relationship
26 with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from
27 Plaintiff confirming willingness and competency to serve and disclosing all facts
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relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; and (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members, its timely transmission to the LWDA of all necessary PAGA documents, and all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator. In their declarations, Plaintiff 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.

9.2. 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 days after the full execution of this Agreement (with Class Counsel giving all documents to Defense Counsel for review at least 14 days prior to the filing date); 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 is responsible for delivering the Court's Preliminary Approval to the Administrator.

9.3. 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 or by telephone and in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

10. FINAL APPROVAL.

10.1. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA Settlement under Labor Code section

2699(s)(2) and a [Proposed] Final Approval Order and Judgment. Plaintiff shall provide drafts of these documents to Defense Counsel not later than ten (10) 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.

10.2. 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.

10.3. 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 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

10.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees and Class Counsel Litigation Expenses Payments, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement, waive all rights to

1 appeal from the Judgment, including all rights to post-judgment and appellate
2 proceedings, the right to file motions to vacate judgment, motions for new trial,
3 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of
4 the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment,
5 the Parties' obligations to perform under this Agreement will be suspended until the
6 appeal is finally resolved and the Judgment becomes final, except as to matters that do
7 not affect the amount of the Net Settlement Amount.

8 10.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
9 appellate court vacates, reverses, or modifies the Judgment in a manner that requires a
10 material modification of this Agreement (including, but not limited to, the scope of
11 release to be granted by Class Members), this Agreement shall be null and void. The
12 Parties shall nevertheless expeditiously work together in good faith to address the
13 appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing,
14 on a 50-50 basis, any additional administration expenses reasonably incurred after
15 remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the
16 Class Representative Service Payment or any payments to Class Counsel shall not
17 constitute a material modification of the Judgment within the meaning of this
18 Paragraph, as long as the Gross Settlement Amount remains unchanged.

19 10.7. Failure to Approve. If the Court does not approve, either preliminarily or finally, any
20 material term or condition of the Settlement Agreement, or if the Court effects a material
21 change, then this Agreement will be voidable and unenforceable, subject to the Parties'
22 agreement to the contrary, and the costs of administration shall be split equally between
23 the Plaintiff, on one side, and Defendant, on the other.

24 **11. AMENDED JUDGMENT.**

25 11.1. If any amended judgment is required under Code of Civil Procedure section 384, the
26 Parties will work together in good faith to jointly submit a proposed amended judgment.
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1 **12. ADDITIONAL PROVISIONS.**

2 12.1. Entire Agreement. This Agreement and the attached **Exhibits A, B, and C** constitute the
3 entirety of the Parties' settlement terms.

4 12.2. No Admission of Liability. This Agreement represents a compromise and settlement of
5 highly disputed claims. The Parties enter into this Agreement to resolve the dispute that
6 has arisen between them and to avoid the burden, expense, and risk of continued
7 litigation. In entering into this Agreement, Defendant does not admit, and specifically
8 denies, it has violated any federal, state, or local law; violated any regulations or
9 guidelines promulgated pursuant to any statute or any other applicable laws,
10 regulations, or legal requirements; breached any contract; violated or breached any
11 duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
12 conduct concerning its employees. Neither this Agreement, nor any of its terms or
13 provisions, nor any of the negotiations connected with it, shall be construed as an
14 admission or concession by Defendant of any such violations or failures to comply with
15 any applicable law. Except as necessary in a proceeding to enforce the terms of this
16 Agreement, this Agreement and its terms and provisions shall not be offered or received
17 as evidence in any action or proceeding to establish any liability or admission on the
18 part of Defendant or to establish the existence of any condition constituting a violation
19 of, or a non-compliance with, federal, state, local or other applicable law. If Final
20 Approval does not occur, the Parties agree that this Agreement is void but remains
21 protected by California Evidence Code section 1152.

22 12.3. Class Certification or Representative Manageability for Other Purposes. The Parties
23 agree to stipulate to class certification only for purposes of the Settlement. If, for any
24 reason, the Settlement is not approved, the stipulation to certification will be void. If,
25 for any reason the Court does not grant Preliminary Approval, Final Approval, or enter
26 Judgment, Defendant reserves the right to contest certification of any class for any
27 reason, Defendant reserves all available defenses to the claims in the Action, and
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1 Plaintiff reserves the right to move for class certification on any grounds available and
2 to contest Defendant's defenses. The Settlement, this Agreement, and the Parties'
3 willingness to settle the Action will have no bearing on and will not be admissible in
4 connection with any litigation, except for proceedings to enforce or effectuate the
5 Settlement and this Agreement.

6 12.4. No Press Releases/Advertisements. Neither Plaintiff nor Plaintiff's Counsel shall issue
7 any press release or announcement of any kind related in any way to the Settlement.
8 Plaintiff and Class Counsel agree to limit their statements regarding the terms of the
9 Settlement, whether oral, written, or electronic (including the World Wide Web), to say
10 the Class Action has been resolved and that Plaintiff and Class Counsel are satisfied
11 with the Settlement terms. Nothing in this Section is intended to interfere with Class
12 Counsel's duties and obligations to faithfully discharge their duties as Class Counsel,
13 including but not limited to: (1) as required by law; (2) as required under the terms of
14 the Settlement; and/or (3) as required under counsel's duties and responsibilities as
15 Class Counsel. This Settlement shall not be advertised or mentioned on any source,
16 including Plaintiff's Counsel's personal or firm website.

17 12.5. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
18 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived
19 at this Agreement after arm's-length negotiations and in the context of adversarial
20 litigation, taking into account all relevant factors, present and potential. The Parties
21 further acknowledge that they are each represented by competent counsel and that they
22 have had an opportunity to consult with their counsel regarding the fairness and
23 reasonableness of this Settlement.

24 12.6. No Solicitation. The Parties separately agree that they and their respective counsel and
25 employees will not solicit any Class Member to request to be excluded from or object
26 to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be
27 construed to restrict Class Counsel's ability to communicate with Class Members in
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accordance with Class Counsel's ethical obligations owed to Class Members.

12.7. 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.

12.8. Attorney Authorization. Class 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.

12.9. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents to define all provisions of this Agreement as valid and enforceable.

12.10. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

12.11. Cooperation. The Parties and their counsel will cooperate 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.

1 12.12. No Prior Assignments. The Parties separately represent and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
3 or encumber to any person or entity any portion of any liability, claim, demand, action,
4 cause of action, or right released and discharged by the Party in this Settlement.

5 12.13. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel is
6 providing any advice regarding taxes or taxability, nor shall anything in this Settlement
7 be relied upon as such within the meaning of United States Treasury Department
8 Circular 230 (31 CFR Part 10, as amended) or otherwise.

9 12.14. Modification of Agreement. This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed by all
11 Parties or their representatives, and approved by the Court.

12 12.15. Agreement Binding on Successors and Assigns. This Agreement will be binding upon,
13 and inure to the benefit of, the successors or assigns of each of the Parties.

14 12.16. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
15 governed by and interpreted according to the internal laws of the State of California,
16 without regard to conflict of law principles.

17 12.17. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
18 this Agreement. This Agreement will not be construed against any Party on the basis
19 that the Party was the drafter or participated in the drafting.

20 12.18. Confidentiality. To the extent permitted by law, all agreements made and orders entered
21 during the Action and in this Agreement relating to the confidentiality of information
22 shall survive the execution of this Agreement.

23 12.19. Use and Return of Class Data. Information provided to Class Counsel pursuant to
24 Evidence Code section 1152, and all copies and summaries of the Class Data provided
25 to Class Counsel by Defendant in connection with the mediation, other settlement
26 negotiations, or in connection with the Settlement, may be used only with respect to this
27 Settlement, and no other purpose, and may not be used in any way that violates any
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existing contractual agreement, statute, or rule of court. No 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, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to 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.

12.20. 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.

12.21. 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.

12.22. 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.

12.23. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, 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, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not his representative(s), must personally execute this Agreement. An authorized officer of Defendant must execute this Agreement on behalf of Defendant. This Agreement shall become binding and enforceable pursuant to California Code of Civil Procedure section

664.6.

12.24. 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 California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

12.25. Disputes. Any disputes between the Parties as to the terms of the Settlement shall be submitted to Jason C. Marsili, Esq., with whom the Parties pledge to collaborate in good faith to resolve any disputes.

[Signatures on the following page.]

Plaintiff & Class Representative:

DocuSigned by:
PLAINTIFF, YOVANY FLAMENCO

Dated: 7/29/2026

By:  CDE80A7A09A7485...
Yovany Flamenco

Defendant & Defendant's Representative: AUSTIN/JONES CORP.

Dated: 7/30/2026

By: Andrew Austin

Print Name

Andrew Austin

Signature

CFO

Title

APPROVED AS TO FORM:

Plaintiff's Counsel:

MOON LAW GROUP, PC

Dated: 7/29/2026

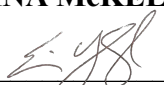
By: 

Kane Moon
Allen Feghali
Enzo Nabiev
Attorneys for Plaintiff Yovany Flamenco

Defendant's Counsel:

MEDINA McKELVEY LLP

Dated: July 30, 2026

By: 

Alexander M. Medina
Eric M. Lloyd
Attorneys for Defendant Austin/Jones Corp.

Kane Moon (SBN 249834)
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

YOVANY FLAMENCO, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

AUSTIN/JONES CORP., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 30-2025-01528256-CU-OE-CXC

**AMENDMENT TO JOINT STIPULATION OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Complaint filed: November 24, 2025
First Amended Complaint filed: March 27, 2026
Trial date: Not set

AMENDMENT TO CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AGREEMENT

This Amendment to the Joint Stipulation of Class and Representative Action Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”) is made by and between Plaintiff Yovany Flamenco (“Plaintiff”) and Defendant Austin/Jones Corp. (“Defendant”) (Plaintiff and Defendant collectively, “the Parties,” and individually “Party”).

This Amendment incorporates by reference all terms and conditions of the Settlement Agreement which was fully executed by the Parties as of July 30, 2026. Except for those specific terms and conditions that this Amendment modifies, all terms and conditions of the Settlement Agreement will remain effective and enforceable. Any inconsistencies or differences between this Amendment and the Settlement Agreement will be interpreted and construed in favor of this Amendment. This Amendment does not impact, alter, and/or revise any provisions of the Settlement Agreement that are not delineated below.

I. AMENDMENTS TO SETTLEMENT AGREEMENT.

1. Section I.4 of the Settlement Agreement shall be amended and replaced by this Amendment to read as follows: “Class” means all current and former hourly, non-exempt employees of Defendant in California employed during the Class Period, which for the avoidance of doubt may also include Aggrieved Employees as defined herein.

2. Section I.34 of the Settlement Agreement shall be amended and replaced by this Amendment to read as follows: “PAGA Group” or “Aggrieved Employees” means all current and former hourly, non-exempt employees of Defendant in California employed during the PAGA Period.

II. OTHER TERMS.

1. This Amendment shall be governed by and construed in accordance with the laws of the State of California.

2. This Amendment may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Amendment 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 Amendment.

Plaintiff & Class Representative:

PLAINTIFF, YOVANY FLAMENCO

Dated: 9/30/2026

By: 
CDE80A7A09A7485...
Yovany Flamenco

Defendant & Defendant's Representative: AUSTIN/JONES CORP.

Dated: _____

By: _____

Print Name

Signature

Title

APPROVED AS TO FORM:

Plaintiff's Counsel:

MOON LAW GROUP, PC

Dated: 9/30/2026

By: 

Kane Moon

Allen Feghali

Enzo Nabiev

Attorneys for Plaintiff Yovany Flamenco

Defendant's Counsel:

MEDINA McKELVEY LLP

Dated: _____

By: _____

Alexander M. Medina

Eric M. Lloyd

Attorneys for Defendant Austin/Jones Corp.

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 Amendment.

Plaintiff & Class Representative: PLAINTIFF, YOVANY FLAMENCO

Dated: _____ By: _____
Yovany Flamenco

Defendant & Defendant's Representative: AUSTIN/JONES CORP.

Dated: 9/22/2026 By: Andrew Austin
Print Name: Andrew Austin
Signature: [Signature]
CFO
Title

APPROVED AS TO FORM:

Plaintiff's Counsel: MOON LAW GROUP, PC

Dated: _____ By: _____
Kane Moon
Allen Feghali
Enzo Nabiev
Attorneys for Plaintiff Yovany Flamenco

Defendant's Counsel: MEDINA McKELVEY LLP

Dated: September 22, 2026 By: [Signature]
Alexander M. Medina
Eric M. Lloyd
Attorneys for Defendant Austin/Jones Corp.

Exhibit A

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

Yovany Flamenco v. Austin/Jones Corp., Case No. 30-2025-01528256-CU-OE-CXC
Orange County Superior Court

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's 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 defendant Austin/Jones Corp. (“Austin/Jones Corp.” or “Defendant”) for alleged wage and hour violations. The Action was filed by former Austin/Jones Corp. employee Yovany Flamenco and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members” or “Class Member”) who worked for Austin/Jones Corp. during the “Class Period” (November 24, 2021 through August 18, 2026), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendant during the “PAGA Period” (November 24, 2024 through August 18, 2026) (“PAGA Members” or “PAGA Member”).

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

Based on Defendant’s records, your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for such a payment under the Settlement because you didn’t work during the covered PAGA Period commencing November 24, 2024.)

The above estimates are based on Defendant’s records showing that you worked _____ workweeks during the Class Period, and you worked _____ workweeks during the PAGA Period. If you believe that you worked more workweeks during either of those periods, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The court has 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, depending on whether you take action or do nothing in response to this Notice. 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and the LWDA to give up their rights to assert certain claims against Defendant. The final approval hearing is scheduled to be held on _____ at _____ in Department _____ of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701.

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

(1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment as a Class Member and/or an Individual PAGA Payment as a PAGA Member. As a Class Member, though, you will give up your right to assert Class Period wage claims against Defendant. You will have the right to object to any part of the proposed Settlement if you do not exclude yourself from the Class Settlement.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a Request for Exclusion to the Administrator, 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, and, if you are a PAGA Member, remain eligible for an Individual PAGA Payment in the Action. You cannot opt-out of the PAGA portion of the proposed Settlement.

Austin/Jones Corp. 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 SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a participant in the Settlement, 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	If you don't 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 6 of this Notice.
The Opt-out Deadline is _____	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay individual PAGA Settlement payments to all PAGA Members, and the LWDA and Plaintiff give up their rights to pursue Released PAGA 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. The court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff 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 _____. You don't 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 remote appearance options. 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. 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 the PAGA Period, respectively. The number of Class Period workweeks and PAGA Period workweeks 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?

Plaintiff is a former Austin/Jones Corp. employee. Plaintiff accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Moon Law Group, PC ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

The court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant (the “Parties”) in an effort to resolve the Action without the expense, burden, disruption, and uncertainty associated with continued litigation, the Parties have engaged in settlement discussions and agreed to resolve the disputed claims. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff 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.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

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

1. Defendant will pay \$260,000.00 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 Incentive Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the court grants final approval, Defendant will make the settlement payment to the Administrator in a single payment. Defendant will fund the Gross Settlement within 30 calendar days after the judgment entered by the court becomes final. The Gross Settlement is non-reversionary. Any employer-side payroll taxes owed on the wage portions of the settlement payments shall be paid by Defendant separately and in addition to the Gross Settlement Amount.

2. Court approved deductions from Gross Settlement. At the final approval hearing, Plaintiff 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 at the final approval hearing:

A. Up to \$91,000.00 (Thirty-Five Percent of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and actual reasonable costs for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$10,000.00 for the class representative incentive award for filing the Action, working with Class Counsel and representing the Class. The incentive payment will be the only additional monies Plaintiff will receive beyond Plaintiff’s Individual Class Payment, and any Individual PAGA Payment.

C. Up to \$7,500.00 for the Administrator for services administering the Settlement, subject to court approval.

D. \$26,000.00 for PAGA penalties, allocated 65% to the LWDA (\$16,900.00) and 35% in Individual PAGA Payments (\$9,100.00) to PAGA Members based on their PAGA Period workweeks.

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”) by making Individual Class Payments to Participating Class Members based on their Class Period workweeks.

4. Taxes owed on payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”), 40% to interest, and 40% to penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff 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. Settlement checks are valid for 180 calendar days from the date of distribution. If you don't cash your check within that period, your check will be automatically cancelled, and the monies will be redirected to the California Controller's Unclaimed Property Fund pursuant to the Unclaimed Property Law, California Civil Code § 1500, et seq.

6. Requests for exclusion from the Class Settlement ("Opt-Outs"). You will be treated as a Settlement 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 in a Request for Exclusion by the response deadline. The Request for Exclusion should be signed. Excluded Class Members (i.e., Non-Participating Class Members) 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 exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments in the Action but 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. Plaintiff 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, _____ (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, 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 and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of another 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 "Released Parties" are Austin/Jones Corp., and any past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

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

All Participating Class Members shall release Released Parties from all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged, based on the facts alleged in the operative complaint in the Action, including factual claims regarding Defendant's alleged: (i) failure to pay minimum wages; (ii) failure to pay overtime compensation; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest breaks; (v) failure to indemnify necessary business expenses; (vi) failure to timely pay final wages at termination; (vii) failure to provide accurate itemized wage statements; and (viii) unfair business practices. This release shall apply to claims arising during the Class Period.

10. The PAGA Release. After the court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff and the LWDA will release the PAGA claim for violations identified in Plaintiff's PAGA Notice to the LWDA. The PAGA Notice may be accessed by going to <https://cadir.my.salesforce-sites.com/PagaSearch>. Plaintiff's LWDA number is LWDA-CM-1129757-25.

The PAGA Release is as follows:

Plaintiff, as the PAGA Representative, PAGA Members, and the State of California and Labor and Workforce Development Agency shall fully release and discharge Released Parties from all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged in Plaintiff's October 4, 2025 PAGA Letter to the LWDA and in Plaintiff's operative complaint, including but not limited to penalties that could have been awarded pursuant to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, 2699, 2802 and the applicable IWC Wage Order(s).

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, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the individual PAGA amount (\$9,100.00) by the total number of workweeks worked by all PAGA Members during the PAGA Period and (b) multiplying the result by the number of workweeks worked by each individual PAGA Member during the PAGA Period.

3. Workweek Challenges. The number of Class Period workweeks you worked and the number of PAGA Period pay periods you worked, as recorded in Defendant's records, are stated on the first page of this Notice. You have until _____ to challenge the number of workweeks 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 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 workweek or pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant's Counsel.

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 doesn't opt-out), including all Class Members who qualify as PAGA Members. 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 PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is eligible as a PAGA Member).

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 9 of this Notice has the Administrator's contact information.

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

Send in a Request for Exclusion to the Administrator. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class portion of the Settlement and includes the Class Member's name, address and email address or telephone number. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to identify the Action in a way that is clear (include the case name and case number). The Administrator must receive your request to be excluded by _____ or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

If you wish to opt-out of the Class Settlement, DO NOT send in a written objection.

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 Plaintiff and Defendant are asking the court to approve. At least 16 court days before the final approval

hearing, Class Counsel and/or Plaintiff will file in court a motion for final approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request for awards of fees, litigation expenses and a service award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Incentive Payment. 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.

A Participating Class Member who disagrees with any aspect of the Settlement, the motion for final approval and for awards of fees, litigation expenses and service award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is _____. Be sure to tell the Administrator in your written objection what you object to, why you object, and any facts that support your objection. If you submit a written objection, make sure you identify the Action (by including the case name and case number) and print your name, address and email address or telephone number and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally hire 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 (below) for specifics regarding the final approval hearing.

If you wish to object in writing or in person, DO NOT send in a Request for Exclusion.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on _____ at _____ in Department _____ of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. At the hearing, the court will decide whether to grant final approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, 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 by Zoom.

It's possible the court will reschedule the final approval hearing. You should contact Class Counsel to verify the date and time of the final approval hearing if you are planning to attend the hearing or have your own lawyer attend.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to obtain and read the Agreement or any other Settlement document is to go to the Administrator's 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 <https://www.occourts.org/online-services/case-access/civil-case-access>, selecting the case number search and entering the case number for the Action as instructed on the web form.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Defendant's Counsel:

Alexander M. Medina
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MEDINA McKELVEY LLP
925 Highland Pointe Drive, Suite 300
Roseville, California 95678
T: (916) 960-2211
F: (916) 742-5488

Settlement Administrator:

Name of Company: [ADMINISTRATOR NAME]
Email Address: [ADMINISTRATOR EMAIL]

Mailing Address: [ADMINISTRATOR ADDRESS]
Telephone: [ADMINISTRATOR PHONE]

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.

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.

12. WHAT IS A PAGA PENALTY?

The Net Settlement is money paid to settle claims for Participating Class Members. But the PAGA claim is different. PAGA penalties were originally penalties that only the State of California could collect through an enforcement action brought by the State against an employer. In 2004, the State enacted PAGA, a law that allows employees to try to recover those penalties for the State. Under PAGA, the State agrees to share a portion of its penalties with the affected employees (here, the PAGA Members). The PAGA settlement proposed as part of this Settlement is a settlement of the State's PAGA claim.

Exhibit B

**[COMPLETE THIS FORM *ONLY IF* YOU
CHOOSE TO
DISPUTE THE WORK WEEKS IN THE CLASS NOTICE]**

“DISPUTE FORM”

Yovany Flamenco v. Austin/Jones Corp., Case No. 30-2025-01528256-CU-OE-CXC

INSTRUCTIONS: TO DISPUTE THE NUMBER OF WORK WEEKS AND/OR PAGA PAY PERIODS CALCULATED FOR YOU AS PART OF THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM AND ALL SUPPORTING EVIDENCE BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE **[+60 DAYS FROM MAILING]**, ADDRESSED TO THE SETTLEMENT ADMINISTRATOR AS FOLLOWS:

INSERT ADMINISTRATOR INFO

Please fill in all of the following information (type or print):

NAME (First, Middle, Last): _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
TELEPHONE NUMBERS: Home: _____ Work: _____

**IT IS STRONGLY RECOMMENDED THAT YOU RETAIN PROOF OF MAILING
THIS FORM AND ALL SUPPORTING EVIDENCE POSTMARKED ON OR BEFORE **[DATE]**.**

I [insert your name] _____ wish to be dispute the number of Work Weeks and/or PAGA Pay Periods calculated for me as part of the settlement in the case. Based on the evidence submitted with this form, the correct number of Work Weeks is _____.

I arrived at the above number of Work Weeks by relying on the following information and/or documents (please attach any records which support your contention that you worked more work weeks than those included in the Notice):

I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct.

Signed: _____ Date: _____

Print Name: _____ Last four digits of Social Security Number _____

Exhibit C

Yovany Flamenco v. Austin/Jones Corp., Case No. 30-2025-01528256-CU-OE-CXC
Orange County Superior Court



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

REQUEST FOR EXCLUSION FORM

Use and return this form only if you wish to be excluded from the Settlement Class and do not wish to object to the Settlement. If you exclude yourself from the Class by completing and returning this form, you will not receive your Individual Class Payment, will not be subject to the terms of the Settlement, and will retain whatever rights you may currently have. However, even if you exclude yourself from the Settlement Class, you will still receive your Individual PAGA Payment if the Court approves the Settlement.

If you wish to remain in the Settlement Class and receive an Individual Class Payment, disregard this form. You do not need to do anything to receive a settlement payment, and you will receive a check by U.S. Mail if the Court approves the Settlement.

To be valid, your Request for Exclusion Form must be signed by you and returned to the Settlement Administrator at the address, email address, or fax number provided below. To be timely, your Request for Exclusion Form must be postmarked or have a transmission date on or before [REDACTED], 2026.



I hereby confirm that I have received notice of the proposed Settlement in the lawsuit *Yovany Flamenco v. Austin/Jones Corp.* and I wish to be excluded from the Settlement Class. I understand that I will not receive an Individual Class Payment and will not be bound by the Released Class Claims. However, I understand that I will still receive my Individual PAGA Payment.

Dated: _____ **Full Name:** _____
Signature: _____

What is the Settlement Administrator's contact information?

Yovany Flamenco v. Austin/Jones Corp.,

c/o [Settlement Administrator Name]

[ADDRESS]

[ADDRESS]

[FAX NUMBER] | [EMAIL]