

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Khanh Duong (“Plaintiff”) and defendant IMEG Consultants Corp., successor in interest to Defendant IMEG Corp (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Khanh Duong v. IMEG Corp.*, Los Angeles Superior Court Case No. 23STCV14397 initiated on June 21, 2023, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with preliminary approval of the Settlement.
- 1.4. “Class” means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.
- 1.5. “Class Counsel” means Jonathan M. Genish, Karen I. Gold, Noam Y. Reiffman, Marissa A. Mayhood, and Alexandra Rose of Blackstone Law, APC.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s full name, last-known mailing address, Social Security number, and number of Workweeks and Pay Periods.
- 1.8. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an PAGA Settlement Group Member).
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.10. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.11. "Class Period" means the period from June 21, 2019, to the date the Court grants preliminary approval of the Settlement.
- 1.12. "Class Representative" means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14. "Court" means the Superior Court of California, County of Los Angeles.
- 1.15. "Defendant" means IMEG Consultants Corp., successor in interest to named defendant IMEG Corp.
- 1.16. "Defense Counsel" means David P. Zins, Stephen Franz, and AK Shee of Davis Wright Tremaine LLP.
- 1.17. "Effective Date" means the date by which both of the following has occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if there are no objections to the Settlement by any Participating Class Members or the LWDA, the day the Court enters Judgment; (b) if one or more Participating Class Members or the LWDA objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.18. "Final Approval Order" means the Court's order granting final approval of the Settlement.
- 1.19. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.20. "Gross Settlement Amount" means \$1,810,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.21. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

- 1.22. "Individual PAGA Payment" means the PAGA Settlement Group Member's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.23. "Judgment" means the judgment entered by the Court based upon the Final Approval Order.
- 1.24. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.25. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.26. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.27. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.28. "PAGA Settlement Group Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.
- 1.29. "Pay Period" means any pay period during which a PAGA Settlement Group Member worked for Defendant for at least one day as an hourly-paid and/or non-exempt employee in California during the PAGA Period.
- 1.30. "PAGA Period" means the period from April 17, 2022, to the date the Court grants preliminary approval of the Settlement.
- 1.31. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, et seq.) prior to the 2024 amendments.
- 1.32. "PAGA Notice" means Plaintiff's April 17, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.33. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Settlement Group Members and 75% to the LWDA in settlement of PAGA claims.
- 1.34. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

- 1.35. “Plaintiff” means Khanh Duong, the named plaintiff in the Action.
- 1.36. “Preliminary Approval Order” means the proposed order granting preliminary approval of the Settlement.
- 1.37. “Released Class Claims” means the claims being released as described in Paragraph 5.1 below.
- 1.38. “Released PAGA Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39. “Released Parties” means Defendant and all of its present, former, and future, direct and indirect parents, subsidiaries, corporations in common control, owners, divisions, concepts, co-employers, related or affiliated companies, joint ventures, members, officers, directors, employees, contractors, partners (both general and limited), shareholders, investors, agents, attorneys, representatives, benefit plans, insurers, re-insurers, predecessors, successors, and assigns; each and all of the present, former, and future, direct and indirect owners, members, officers, directors, employees, contractors, partners (both general and limited), shareholders, investors, agents, attorneys, representatives, benefit plans, insurers, re-insurers, predecessors, successors, and assigns of such parents, subsidiaries, corporations in common control, divisions, concepts, co-employers, related or affiliated companies, and joint ventures; and any other individual or entity acting by, through, under, or in concert with any of them.
- 1.40. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the class action components of the Settlement signed by the Class Member.
- 1.41. “Response Deadline” means 45 days after the Administrator mails the Class Notice to Class Members and PAGA Settlement Group Members, and shall be the last date on which Class Members may submit Requests for Exclusion, written objections, and/or challenges to Workweeks and/or Pay Periods. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 days beyond the Response Deadline.
- 1.42. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.43. “Workweek” means any week during which a Class Member worked for Defendant for at least one day as an hourly-paid and/or non-exempt employee in California during the Class Period.

2. RECITALS.

- 2.1. On June 21, 2023, Plaintiff commenced the Action by filing a Class Action Complaint for Damages alleging causes of action against Defendant for unpaid minimum wages (Labor Code §§ 1194, 1197, and 1197.1), unpaid overtime (Labor Code §§ 510 and 1198), unpaid

meal period premiums (Labor Code §§ 226.7 and 512(a)), unpaid rest break premiums (Labor Code § 226.7), wages not timely paid during employment (Labor Code §§ 204 and 210), failure to provide accurate wage statements (Labor Code § 226(a)), final wages not timely paid (Labor Code §§ 201, 202, and 203, failure to reimburse necessary business expenses (Labor Code §§ 2800 and 2802), and violation of Business and Professions Code § 17200. On June 29, 2023, Plaintiff filed a Complaint alleging a single cause of action under PAGA for civil penalties for, *inter alia*, the above violations in the action entitled *Khanh Duong v. IMEG Corp.*, Los Angeles County Superior Court Case No. 23STCV15260 (“PAGA Action”). On July 30, 2026, Plaintiff filed a First Amended Class and Representative Action Complaint (“Operative Complaint”) in the Action, which added to the Action (1) all PAGA claims alleged in the PAGA Action, (2) claims based on Defendant’s alternative workweek schedule and “make-up time” policy, and (3) all allegations in the PAGA Notice that were not included in the Class Action Complaint for Damages. 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 therein. The Parties agree that Defendant will file an answer to the Operative Complaint, also in the Action, including a general denial and various separate and additional defenses.

- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On April 29, 2024, the Parties participated in an all-day mediation presided over by experienced mediator Chris Barnes, which did not result in a settlement. After continued investigation and discovery, on September 9, 2025, the Parties participated in a second all-day mediation presided over by mediator Eve Wagner, which led to this Agreement to settle the Action and PAGA Action.
- 2.4. Prior to mediation, Plaintiff obtained, through formal and informal discovery, Defendant’s employee handbook, relevant written policies, time and payroll records of all putative class members during the period July 1, 2019 through December 31, 2023, the putative class list, and Plaintiff’s employee file. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App.4th 116, 129-130 (“Dunk/Kullar”).
- 2.5. The Court has not granted class certification.
- 2.6. 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 Paragraph 8 below, Defendant promises to pay \$1,810,000.00 and no more as the Gross Settlement Amount and to

separately pay any and all employer payroll taxes owed on the Wages Portions 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 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Settlement Group Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and PAGA Settlement Group Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff will also separately receive \$85,000.00 that is not part of the Gross Settlement Amount in exchange for a release of all individual claims as governed by a separate, individual settlement agreement. Plaintiff will seek approval of the Class Representative Service Payment as part of the Motion for Final Approval. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. The Parties agree that the failure of the Court to approve a Class Representative Service Payment requested by Plaintiff, or the requested amount thereof, shall not be grounds for Plaintiff to terminate the Settlement.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$603,333.33 and a Class Counsel Litigation Expenses Payment of not more than \$35,000.00. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff will seek approval for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment in her motion for Final Approval. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any

dispute or controversy regarding any division or sharing of any of these payments. The Parties agree that the failure of the Court to approve the requested amount of the Class Counsel Fees Payment and/or the requested amount of the Class Counsel Litigation Expenses Payment shall not be grounds for Plaintiff to terminate the Settlement.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$8,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves payment less than \$8,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and PAGA Settlement Group Members: PAGA Penalties in the amount of \$60,000.00 to be paid from the Gross Settlement Amount, with 75% (\$45,000.00) allocated to the LWDA PAGA Payment and 25% (\$15,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Settlement Group Members' 25% share of PAGA Penalties (\$15,000.00) by the total number of Pay Periods worked by all PAGA Settlement Group Members during the PAGA Period and (b) multiplying the result by each PAGA Settlement Group Member's Pay Periods. PAGA Settlement Group Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and PAGA Settlement Group Member Pay Periods. Based on a review of its records, Defendant estimates there are 299 Class Members who collectively worked a total of 34,755 Workweeks, and 255 PAGA Settlement Group Members who worked a total of 9,323 Pay Periods.
- 4.2. Class Data. Not later than fifteen (15) business days after the Court grants preliminary approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 10 business days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 10 business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The

Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom a Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Settlement Group Members including Non-Participating Class Members who qualify as PAGA Settlement Group Members (including those for whom a Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undeliverable without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Class Members will release claims against all Released Parties as follows:

5.1. Release by Participating Class Members.

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint and arising during the Class Period. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,

social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.2. Release by PAGA Settlement Group Members.

The State of California and all PAGA Settlement Group Members shall be deemed to release Defendant and all of the Released Parties of and from all claims under PAGA arising during the PAGA Period that are alleged in the Operative Complaint or the PAGA Notice or that could have been alleged based on the facts alleged in the Operative Complaint or PAGA Notice.

5.3. Plaintiff's Separate Individual Settlement Agreement and General Release.

Concurrently with the execution of this Agreement, the Parties are entering into a separate individual settlement agreement pursuant to which Plaintiff is generally releasing all known and unknown claims of any kind or nature against Defendant and the other Released Parties and waiving section 1542 of the California Civil Code, among other standard terms and conditions negotiated and agreed by the Parties. In return, Defendant has agreed to pay Plaintiff \$85,000.00, which will not be made until and unless the Court grants final approval of the Settlement and the Settlement is effective, as further explained in the Parties' separate individual settlement agreement.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree that Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for preliminary approval.

6.1. Defendant's Declaration in Support of Preliminary Approval. Within 5 business days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining preliminary approval at least 3 court days before filing with the Court to permit Defendant's counsel to review and propose edits to the motion before it is filed, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Preliminary Approval Order; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class

Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), and this Agreement (Labor Code section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or with the Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.3. Responsibilities of Counsel. Class Counsel will be responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; for appearing in Court to advocate in favor of the Motion for Preliminary Approval; and for delivering the Court's Preliminary Approval Order to the Administrator. Defendant agrees not to oppose the motion for preliminary approval of the Settlement, provided the motion is consistent with the requirements set forth herein.
- 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant preliminary approval or conditions preliminary approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholding and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Notice to Class Members.

- 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Settlement Group Members, Workweeks, and Pay Periods in the Class Data.
 - 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 7.4.3. No later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - 7.4.4. The deadlines for Class Members’ written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose Class Notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
 - 7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received the Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of the Class Notice, or the deadline dates in the Class Notice, whichever are later.
- 7.5. Requests for Exclusion (Opt-Outs).
- 7.5.1. Class Members who wish to exclude themselves from (i.e., opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written

Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Class Settlement and includes the Class Member's full name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the releases under Paragraphs 5.1 and 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Settlement Group Members are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6. Challenges to Workweeks and/or Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all

challenges of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination to the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

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

7.8.2. Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the

number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. ESCALATOR CLAUSE. Based on Defendant’s records, the Parties estimate that between June 21, 2019 and September 9, 2025, Class Members worked approximately 35,200 Workweeks. Should the number of Workweeks during the Class Period exceed this amount by more than 10%, Defendant will proportionately increase the Gross Settlement Amount by the amount by which the number of Workweeks exceed 110% of 35,200. For example, if the number of Workweeks during the Class Period increases by 11%, the Gross Settlement Amount shall increase by 1%. In the alternative, Defendant will have the option to avoid triggering this escalation provision by setting the Class Period and PAGA Period end date to a date at which the number of Workweeks does not exceed 35,200.

9. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all of the Administrator’s expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than

7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a proposed Final Approval Order and a proposed Judgment (collectively, “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel at least 3 court days prior to filing the Motion for Final Approval to permit Defendant’s counsel review and propose edits to the motion before it is filed. 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.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant final approval or conditions final approval on any material change to the Settlement (including, but not limited to, the scope of releases to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain final approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a

material modification of this Agreement (including, but not limited to, the scope of releases to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain final approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administrator's expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. ADDITIONAL PROVISIONS.

- 12.1. Dismissal with Prejudice of the Later-Filed Matter. Within five (5) court days of the date of entry of the Final Approval Order and Judgment, Plaintiff shall take the steps necessary to secure dismissal of the PAGA Action in its entirety, with prejudice.
- 12.2. No Press Releases/Public Comment. Unless they first obtain Defendant's express written consent, Class Counsel and Plaintiff shall not (a) discuss, reveal, disclose, publicize, or promote the terms of the Settlement, or the negotiations leading to the Settlement, to any third party (including but not limited to the media, the legal community, or the public at large) or (b) issue any press releases or initiate any contact with the media regarding the Settlement, or otherwise advertise or publicize the Settlement. Nothing in this Agreement is intended to prevent Plaintiff or Class Counsel from disclosing or discussing the terms of the Settlement (i) with the Court, (ii) with any Class Member or PAGA Group Member, (iii) with the Administrator, (iv) with the LWDA in conformity with PAGA, or (v) as otherwise required by law.
- 12.3. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant preliminary approval, final approval, or enter the Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.4. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement

is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.5. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.6. 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.
- 12.7. 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.
- 12.8. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator and/or the Court for resolution.
- 12.9. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of

action, or right released and discharged by a Party in this Agreement.

- 12.10. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.11. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.12. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.13. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.14. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.15. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.16. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the 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 destructions, of the Class Data.
- 12.17. 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.
- 12.18. 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.
- 12.19. Notice. All notices, demands, or other communications between the Parties in

connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Jonathan M. Genish
jgenish@blackstonepc.com
Karen I. Gold
kgold@blackstonepc.com
Noam Y. Reiffman
nreiffman@blackstonepc.com
Marissa A. Mayhood
mmayhood@blackstonepc.com
Alexandra Rose
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

David P. Zins
davidzins@dwt.com
Stephen Franz
stephenfranz@dwt.com
AK Shee
akshee@dwt.com
DAVIS WRIGHT TREMAINE LLP
350 S. Grand Ave., 27th Floor
Los Angeles, CA 90071
Tel: (213) 633-6800 / Fax: (213) 633-6899

12.20. 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.

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

IT IS SO AGREED.

Dated: 08/21/2026

Khanh Duong

Plaintiff Khanh Duong

Dated: _____

Defendant IMEG Consultants Corp., successor in
interest to Defendant IMEG Corp

Name: _____

Title: _____

APPROVED AS TO FORM.

BLACKSTONE LAW, APC

Dated: August 21, 2026

Alexandra Rose

Alexandra Rose
Attorneys for Plaintiff

DAVIS WRIGHT TREMAINE LLP

Dated: _____

David P. Zins
Stephen Franz
AK Shee
Attorneys for Defendant

Dated: _____

Plaintiff Khanh Duong

Dated: _____

Defendant IMEG Consultants Corp., successor in
interest to Defendant IMEG Corp

Name: Karen J Guest

Title: Chief Legal Officer

APPROVED AS TO FORM.

BLACKSTONE LAW, APC

Dated: _____

Alexandra Rose
Attorneys for Plaintiff

DAVIS WRIGHT TREMAINE LLP

Dated: August 21, 2026

David P. Zins
Stephen Franz
AK Shee
Attorneys for Defendant

EXHIBIT A

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

Khanh Duong v. IMEG Corp., Los Angeles Superior Court Case No. 23STCV14397

***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 IMEG Consultants Corp., successor in interest to Defendant IMEG Corp (“IMEG”) for alleged wage and hour violations. The Action was filed by a former employee of IMEG Khanh Duong (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of all current and former hourly-paid and/or non-exempt employees who worked for IMEG in the State of California at any time during the Class Period (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly-paid and/or non-exempt employees who worked for IMEG in the State of California at any time during the PAGA Period (“PAGA Settlement Group Members”). The “Class Period” means the period from June 21, 2019 to [REDACTED] and the “PAGA Period” means the period from April 17, 2022 to [REDACTED].

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

Based on IMEG’s records, and the parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to IMEG’s records you are not eligible for an Individual PAGA Payment under the settlement because you didn’t work during the PAGA Period.)

The above estimates are based on IMEG’s records showing that **you worked [REDACTED] Workweeks** during the Class Period as an hourly-paid and/or non-exempt employee in California and **you worked [REDACTED] Pay Periods** during the PAGA Period as an hourly-paid and/or non-exempt employee in California. If you believe that you worked more Workweeks during the Class Period and/or more Pay Periods as an hourly-paid and/or non-exempt employee in California during the PAGA Period, you can submit a challenge by the deadline date. See Section IV of this Notice.

The Court has already preliminarily approved the proposed settlement and approved this Notice. The Court has not yet decided whether to grant Final Approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the final approval hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires IMEG to make payments under the settlement and requires Class Members and PAGA Settlement Group Members to give up their rights to assert certain claims against IMEG.

If you worked for IMEG as an hourly-paid and/or non-exempt employee in California 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 and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against IMEG.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the class settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against IMEG, and, if you are a PAGA Settlement Group Member, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed settlement.

IMEG 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 Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against IMEG that are covered by this settlement.
You Can Opt-Out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED].	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 VI of this Notice. You cannot opt-out of the PAGA portion of the proposed settlement. IMEG must pay Individual PAGA Payments to all PAGA Settlement Group Members, and the PAGA Settlement Group Members must 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 [REDACTED].	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 VII of this Notice. You cannot object to the PAGA portion of the proposed Settlement.

You Can Participate in the [REDACTED] Final Approval Hearing	The Court’s final approval hearing is scheduled to take place on [REDACTED]. 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 virtual appearance platform. Participating Class Members can verbally object to the settlement at the final approval hearing. See Section VIII of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED].	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked as an hourly-paid and/or non-exempt employee in California for at least one day during the Class Period (“Workweeks”) and how many pay periods you worked as an hourly-paid and/or non-exempt employee in California for at least one day during the PAGA Period (“Pay Periods”), respectively. The number of Workweeks and number of Pay Periods you worked according to IMEG’s records is stated on the first page of this Notice. If you disagree with the number of Workweeks and/or Pay Periods, you must challenge it by [REDACTED]. See Section IV of this Notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of IMEG. The Action accuses IMEG of violating California labor laws by failing to pay overtime wages, minimum wages, wages due during employment and 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 PAGA.

Plaintiff is represented by attorneys in the Action: Jonathan M. Genish, Karen I. Gold, Noam Y. Reiffman, Marissa A. Mayhood, and Alexandra Rose of Blackstone Law, APC.

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

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

So far the Court has made no determination whether IMEG or Plaintiff is correct on the merits. In the meantime, Plaintiff and IMEG hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to jointly ask the Court to enter a judgment ending the Action, Plaintiff and IMEG 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, IMEG 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) IMEG has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

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

1. IMEG Will Pay \$1,810,000.00 as the Gross Settlement Amount (“Gross Settlement Amount”). IMEG has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, a Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, IMEG will fund the Gross Settlement Amount not more than 10 business days after the judgment entered by the Court becomes final. The judgment will be final on the date the Court enters the judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.

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

A. Up to \$603,333.33 (1/3 of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$35,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$7,500.00 to Plaintiff as a class representative award for filing the Action, working with Class Counsel, and representing the Class. A class representative award will be the only monies Plaintiff will receive from the Gross Settlement Amount other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

C. Up to \$8,000.00 to the Administrator for services administering the settlement.

D. Up to \$60,000.00 for PAGA penalties, allocated 75% to the LWDA and 25% to Individual PAGA Payments to PAGA Settlement Group Members based on their Pay Periods during the PAGA Period.

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

3. Net Settlement Amount 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 Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and IMEG are asking the Court to approve an allocation of 20 % of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. IMEG 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 IMEG have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California

Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the fund for instructions on how to retrieve your money.

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

7. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion and written objections. The Administrator will also decide Class Member challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Administrator's contact information is contained in Section IX of this Notice.

8. Participating Class Members' Release. After the Judgment is final and IMEG has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the class claims released under the settlement. This means that unless you opted out by validly excluding yourself from the class settlement, you cannot sue, continue to sue, or be part of any other lawsuit against IMEG or related entities for wages based on the Class Period facts as alleged in the Action and resolved by this settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint and arising during the Class Period. Except as set forth in Section 5.2 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

9. PAGA Settlement Group Members' PAGA Release. After the Judgment is final and IMEG has full funded the Gross Settlement Amount and separately paid all employer payroll taxes, PAGA Settlement Group Members will be legally barred from asserting PAGA claims against IMEG, whether or not they exclude themselves from the Settlement. This means that all PAGA Settlement Group Members, including those who are Participating Class Members and those who opt-out of the class settlement, cannot sue, continue to sue, or be part of any other PAGA claim against IMEG or related entities based on the PAGA Period facts as alleged in the Action and resolved by this settlement.

The PAGA Settlement Group Members' Release is as follows:

The State of California and all PAGA Settlement Group Members shall be deemed to release IMEG and all of the Released Parties of and from all claims under PAGA arising during the PAGA Period that are alleged in the Operative Complaint or the PAGA Notice or that could have been alleged based on the facts alleged in the Operative Complaint or PAGA Notice

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$15,000.00 by the total number of Pay Periods worked by all PAGA Settlement Group Members and (b) multiplying the result by the number of Pay Periods worked by each individual PAGA Settlement Group Member.

3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and number of Pay Periods you worked during the PAGA Period, as recorded in IMEG's records, is stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section IX of this Notice has the Administrator's contact information.

You are encouraged to support your challenge by sending copies of pay stubs or other records. The Administrator will accept IMEG's calculation of Workweeks and/or Pay Periods based on IMEG'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/Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members and PAGA Settlement Group Members) and IMEG's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Settlement Group 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 Settlement Group Member who opts out of the class settlement.

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

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

To opt out of the class action settlement, submit a written and signed letter with your full name, mailing address, and email address or telephone number and a simple statement that you do not want to participate in the settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request and identify the Action as *Duong v. IMEG Corp.*, Case No. 23STCV14397. You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by [REDACTED], or it will be invalid.** Section IX of the Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the settlement. Before deciding whether to object, you may wish to see what Plaintiff and IMEG are asking the Court to approve. At least 16 days before the [REDACTED] 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 states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a class representative service award. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the

Administrator's website [REDACTED] or the Court's website <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>.

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Duong v. IMEG Corp.*, Case No. 23STCV14397 and include your full name, mailing address, and email address or telephone number and sign the objection. Section IX of this Notice has the Administrator's contact information.

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

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on [REDACTED] at [REDACTED] in Department 12 of the Superior Court of Los Angeles County, located at 312 North Spring Street, Los Angeles, CA 90012. At the hearing, the judge will decide whether to grant final approval of the settlement and how much of the Gross Settlement Amount 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 virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the final approval hearing. You should check the Administrator's website beforehand or contact Class Counsel to verify the date and time of the final approval hearing.

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything IMEG and Plaintiff have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment, or any other settlement documents is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <http://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Action, Case No. 23STCV14397. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:

Name of Attorneys: Jonathan M. Genish, Karen I. Gold, Noam Y. Reiffman, Marissa A. Mayhood, and Alexandra Rose

Email Addresses: kgold@blackstonepc.com, nreiffman@blackstonepc.com, mmayhood@blackstonepc.com, and arose@blackstonepc.com

Name of Firm: Blackstone Law, APC

Mailing Address: 8383 Wilshire Blvd., Suite 745, Beverly Hills, CA 90211

Telephone: (310) 622-4278

Administrator:

Name of Company: Phoenix Settlement Administrators

Email Address: [REDACTED]

Mailing Address: [REDACTED]

Telephone: [REDACTED]

Fax Number: [REDACTED]

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

XI. WHAT IF I CHANGE MY ADDRESS?

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