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GLOBAL CUSTOMER SERVICES, INC.
15 and ARIZONA PIPELINE COMPANY

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 FOR THE COUNTY OF LOS ANGELES

18 JAMES K. GRAHAM, an individual, on behalf
of himself, all other aggrieved employees, and
19 the State of California,

20 Plaintiff,

21 vs.

22 GLOBAL CUSTOMER SERVICES, INC.;
ARIZONA PIPELINE COMPANY; and DOES
23 1 through 10, inclusive,

24 Defendants.

Case No. 23VECV03731

ASSIGNED FOR ALL PURPOSES TO:
HON. VALERIE SALKIN; DEPT. U

**AMENDED SETTLEMENT AGREEMENT
AND STIPULATION TO RESOLVE CLASS
ACTION AND PAGA CLAIMS**

Date Action Filed: August 25, 2023
Trial Date: Unassigned

This Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims (the “**Settlement Agreement**,” “**Agreement**,” or “**Settlement**”) is entered into to resolve the action entitled *James K. Graham, et al., v. Arizona Pipeline Company, et al.*, Los Angeles County Superior Court, Case No. 23VECV03731. This Agreement is entered into between Plaintiff James K. Graham (“Plaintiff”) and Defendants Arizona Pipeline Company (“APC”) and Global Customer Services, Inc. (“GCS”) (collectively, “Defendants,” and with Plaintiff, the “Parties”). This Amended Agreement supersedes the original Agreement entered into in December 2025.

DEFINITIONS

1. **Action**. “**Action**” means *James K. Graham, et al., v. Arizona Pipeline Company, et al.*, Los Angeles County Superior Court, Case No. 23VECV03731.

2. **Aggrieved Employees**. “**Aggrieved Employees**” means all non-union, non-exempt employees who worked for Defendants in California at any time during the PAGA Period.

3. **Attorneys’ Fees and Costs**. “**Attorneys’ Fees and Costs**” means the amount authorized by the Court for: (i) an award of attorneys’ fees to Class Counsel for litigation and resolution of the matter, in the amount that does not exceed 40% percent of the Gross Settlement Amount; and (ii) reimbursement of actual costs incurred by Class Counsel in connection with this Action, in an amount to not to exceed \$25,000.00.

4. **Class or Class Members**. “**Class**” or “**Class Members**” means all non-union, non-exempt employees who worked for Defendants in California at any time during the relevant Class Period.

5. **Class Counsel**. “**Class Counsel**” means David Alami, Daniel J. Hyun, and Shaheen Anthony Etemadi of Torus LLP.

6. **Class Notice**. “**Class Notice**” means the Notice of Class Action Settlement, attached as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

7. **Class Period**. “**Class Period**” refers to the period which begins on either (a) May 28, 2023 for Class Members who worked for APC; and (b) May 17, 2021 for Class Members who worked for GCS, and which ends through the date the Court grants preliminary approval of the Settlement, subject to any modification pursuant to the escalator provision in Paragraph 49.

8. Court. “**Court**” means the Los Angeles County Superior Court, where the Action is currently pending.

9. Defendants. “**Defendants**” means defendant Arizona Pipeline Company (“APC”) and Global Customer Services, Inc. (“GCS”).

10. Effective Date. The “**Effective Date**” of this Agreement will be the later of (i) the 61st day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further judicial review. The Effective Date is conditioned upon the Court’s having entered a Final Order and Judgment as set forth in this Agreement.

11. Final Hearing Date. “**Final Hearing Date**” means the date set by the Court for the hearing on final approval of the Settlement.

12. Final Order and Judgment. “**Final Order and Judgment**” means the proposed order and judgment granting final approval of the Settlement, which Plaintiff will submit to the Court with the motion for final approval of the Settlement.

13. General Release Payment. “**General Release Payment**” means the amount the Court authorizes to be paid to the Named Plaintiff in addition to his Individual Settlement Payment, up to \$15,000.00, as compensation for his General Release of All Claims.

14. Gross Settlement Amount. “**Gross Settlement Amount**” means the total settlement payment Defendants have agreed to make under this Agreement. The Gross Settlement Amount is \$1,350,000.00.

15. Individual PAGA Payment. “**Individual PAGA Payment**” means a payment to an Aggrieved Employee of the employee’s share of the PAGA Payment as set forth in this Agreement.

16. Individual Settlement Payment. “**Individual Settlement Payment**” means the individual settlement payment allocated to each Participating Class Member and/or Aggrieved Employee as set forth in this Agreement, and consists of the Participating Class Member Payment and the Individual PAGA Payment to the extent an employee is eligible.

17. Named Plaintiff or Plaintiff. “**Named Plaintiff**” or “**Plaintiff**” means James K. Graham.

18. Notice Period. “**Notice Period**” means the time period commencing on the date the Class Notice is mailed to Class Members and ending 60 days thereafter unless a notice is remailed to a Class Member, in which case, the Notice Period shall end either 60 days after mailing or 14 days after remailing, whichever is later.

19. Net Class Settlement Amount. “**Net Class Settlement Amount**” means the settlement amount to be distributed to Participating Class Members, which is the Gross Settlement Amount less Attorneys’ Fees and Costs, the General Release Payment, the PAGA Amount, and Settlement Administration Costs.

20. PAGA Amount. “**PAGA Amount**” means the amount of \$100,000.00, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Claims. The PAGA Amount is paid from the Gross Settlement Amount, and will be allocated as set forth in this Agreement. The Parties agree that 75% of the PAGA Amount (\$75,000.00) will be paid to the LWDA as the “**LWDA Payment**,” and the remaining 25% (\$25,000.00) will be allocated to the Aggrieved Employees as the “**PAGA Payment**.”

21. PAGA Claims. “**PAGA Claims**” means, for the duration of the PAGA Period, claims for penalties under the California Private Attorneys’ General Act (California Labor Code § 2698, *et seq.*) (“**PAGA**”) that (a) arise from the facts, matters, transactions or occurrences alleged in the Action or that could have been alleged in the Action based on such facts; or (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the PAGA Notice Letter sent by Class Counsel to the Labor and Workforce Development Agency (“**LWDA**”) pursuant to Labor Code section 2699.3 on or about May 22, 2023, and in the Amended PAGA Notice Letters sent by the Named Plaintiff to the LWDA on or about August 25, 2023 and November 25, 2025. Without limiting the foregoing, and in addition to the foregoing, the PAGA Claims include claims premised on the alleged: failure to pay all wages owed and at the correct rate, including minimum, overtime, and double time wages; failure to calculate and pay the regular rate of pay; failure to pay reporting time pay; failure to pay vacation pay; failure to pay costs for

mandatory drug tests and physical examinations; failure to reimburse for necessary business expenses (including, but not limited to, cell phones, uniforms, vehicles, mileage, tools, and laundering expenses); failure to provide meal periods or premium pay at the correct regular rate; failure to authorize and permit rest breaks or premium pay at the correct regular rate; failure to provide employees with heat recovery periods; failure to provide notice of available paid sick leave; failure to calculate and pay paid sick leave; failure to maintain accurate timekeeping, payroll, and employment records; failure to produce employment records (including, but not limited to, personnel files and pay records) upon request; failure to provide one days' rest in seven; failure to timely pay wages owed during employment and upon separation; failure to provide accurate itemized wage statements; failure to provide and maintain tools and equipment, including personal protective equipment; failure to provide potable water during employment; failure to establish, implement, and maintain a workplace violence and injury prevention plan; secretly paying employees less than the statutory rate; and requiring employees to release claims in exchange for payment, pursuant to the corresponding alleged violations of California Labor Code §§ 201, 202, 203, 204, 206, 206.5, 210, 218, 218.5, 218.6, 221, 222.5, 223, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 233, 234, 246 *et seq.* (including sections 246-249), 256, 432, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2441, 2698 *et seq.*, 2699, 2699.3, 2699.5, 2800, 2802, 6317, 6401, 6401.7, 6401.9, 6402, and 6403; violations of the California Wage Orders 4-2001, 9-2001, 16-2001, and all other applicable California Wage Orders and all related or corresponding federal law.

22. PAGA Period. **"PAGA Period"** refers to the period that begins on (a) May 28, 2023 for Aggrieved Employees who worked for APC and (b) June 21, 2022 for Aggrieved Employees who worked for GCS, and which runs through the date the Court grants preliminary approval of the class settlement, subject to any modification pursuant to the escalator provision in Paragraph 49.

23. Participating Class Member. **"Participating Class Member"** means each Class Member who has not timely opted out of the Settlement pursuant to this Agreement, and **"Settlement Class"** means the class of all Participating Class Members.

24. Parties. **"Parties"** means Defendants and the Named Plaintiff, individually and on

1 behalf of all Class Members and Aggrieved Employees. Each of the Parties may be referred to in
2 the singular as a “**Party**.”

3 25. Preliminary Approval Order. “**Preliminary Approval Order**” means an order from
4 the Court preliminarily approving this Settlement.

5 26. Released Claims. “**Released Claims**” means, for the duration of the Class Period,
6 any and all claims against Defendants and the other Released Parties that arise from the facts,
7 matters, transactions or occurrences alleged in the Action or that could have been alleged in the
8 Action based on such facts. Without limiting the foregoing, and in addition to the foregoing, the
9 Released Claims include claims based on the alleged: failure to pay all wages owed and at the correct
10 rate, including minimum, overtime, and double time wages; failure to calculate and pay the regular
11 rate of pay; failure to pay reporting time pay; failure to pay vacation pay; failure to pay costs for
12 mandatory drug tests and physical examinations; failure to reimburse for necessary business
13 expenses (including, but not limited to, cell phones, uniforms, vehicles, mileage, tools, and
14 laundering expenses); failure to provide meal periods or premium pay at the correct regular rate;
15 failure to authorize and permit rest breaks or premium pay at the correct regular rate; failure to
16 provide employees with heat recovery periods; failure to provide notice of available paid sick leave;
17 failure to calculate and pay paid sick leave; failure to maintain accurate timekeeping, payroll, and
18 employment records; failure to produce employment records (including, but not limited to,
19 personnel files and pay records) upon request; failure to provide one days’ rest in seven; failure to
20 timely pay wages owed during employment and upon separation; failure to provide accurate
21 itemized wage statements; failure to provide and maintain tools and equipment, including personal
22 protective equipment; failure to provide potable water during employment; failure to establish,
23 implement, and maintain a workplace violence and injury prevention plan; secretly paying
24 employees less than the statutory rate; and requiring employees to release claims in exchange for
25 payment, pursuant to the corresponding alleged violations of California Labor Code §§ 201, 202,
26 203, 204, 206, 206.5, 210, 218, 218.5, 218.6, 221, 222.5, 223, 225.5, 226, 226.2, 226.3, 226.7, 227.3,
27 233, 234, 246 *et seq.* (including sections 246-249), 256, 432, 510, 511, 512, 551, 552, 558, 558.1,
28 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2441, 2698 *et seq.*, 2699, 2699.3,

1 2699.5, 2800, 2802, 6317, 6401, 6401.7, 6401.9, 6402, and 6403; violations of California Business
2 and Professions Code § 17200 *et seq.* in connection with the alleged Labor Code violations alleged
3 (or that could be alleged based on the facts pled) in the Action; and violations of the California Wage
4 Orders 4-2001, 9-2001, 16-2001, and all other applicable California Wage Orders and all related or
5 corresponding federal law.

6 27. Released Parties. “**Released Parties**” means and includes APC, GCS, and their
7 respective current and former parents, predecessors or successors, holding companies, affiliated
8 companies or entities, owners, investors, shareholders, members, partners, officers, directors,
9 managers, employees, agents, attorneys, insurers, and representatives.

10 28. Settlement Administration Costs. “**Settlement Administration Costs**” means the
11 costs of settlement administration, including costs of notice to Class Members, distributing
12 settlement payments, and any other fees and costs incurred or charged by the Settlement
13 Administrator in connection with the execution of its duties under this Settlement.

14 29. Settlement Administrator. “**Settlement Administrator**” means CPT Group, the
15 neutral entity the Parties have agreed to appoint to administer this Settlement.

16 30. Settlement Hearing. “**Settlement Hearing**” means the hearing on the Final Hearing
17 Date at which the Court will determine whether to fully and finally approve the fairness and
18 reasonableness of this Agreement.

19 RECITALS

20 31. On May 22, 2023, the Named Plaintiff submitted a PAGA Notice to the LWDA
21 alleging various Labor Code violations by Defendants.

22 32. On August 25, 2023, the Named Plaintiff submitted an Amended PAGA Notice to
23 the LWDA alleging various Labor Code violations by Defendants.

24 33. On August 25, 2023, the Named Plaintiff filed a Representative PAGA Action
25 Complaint (the “**Complaint**”) against Defendants in in a case style *James K. Graham, et al., v.*
26 *Arizona Pipeline Company, et al.*, Los Angeles County Superior Court, Case No. 23VECV03731.
27 The Complaint alleges that Defendants violated various wage-and-hour laws and includes claims,
28 among others, for: (1) failure to pay all wages (including sick pay, vacation pay, minimum, regular,

1 overtime, and/or double time wages); (2) failure to provide compliant meal and rest periods or
2 compensation in lieu thereof; (3) failure to timely pay all wages due upon separation of employment;
3 (4) failure to provide accurate itemized wage statements; (5) failure to maintain accurate records of
4 hours worked; (6) failure to reimburse business expenses; (7) failure to provide heat recovery
5 periods; and (8) failure to provide basic personal protective equipment for the workplace.

6 34. On January 24, 2024, the Court granted Defendants' motion to compel the arbitration
7 of the Named Plaintiff's individual PAGA claim and stayed the remainder of the Action pending
8 arbitration.

9 35. On or around March 6, 2024, the Named Plaintiff filed a demand for arbitration, in
10 which he asserted his individual wage-and-hour and individual PAGA claims against Defendants,
11 with Signature Resolution, Case No. RBEYX (the "**Arbitration Action**"). Eve H. Wagner, Esq.
12 was appointed as the Arbitrator in the Arbitration Action. The Parties agree to stay the Arbitration
13 Action pending the Court's approval of the Settlement; once the Settlement is approved, the Parties
14 will submit a joint stipulation to dismiss the Arbitration Action with prejudice, with each Party to
15 bear their own fees and costs.

16 36. On May 9, 2025, the Parties participated in a full-day mediation with William Klatte
17 of Klatte Mediation (the "**Mediator**"), a respected mediator of complex wage-and-hour actions.
18 The Parties, with the assistance of the Mediator's evaluations and with the help of the Mediator's
19 proposal, reached the settlement that is memorialized in this Agreement.

20 37. On or around May 22, 2025, the Parties executed and entered into a Confidential
21 Memorandum of Understanding ("**MOU**") to resolve the PAGA claims in the Action. This
22 Agreement supersedes the MOU and governs the terms of the parties' Settlement.

23 38. On November 25, 2025, the named Plaintiff submitted an Amended PAGA Notice
24 to the LWDA regarding additional alleged wage-and-hour violations that he and his counsel claim
25 to have uncovered during the course of the litigation.

26 39. The Parties shall file a joint stipulation for leave to file an amended complaint for
27 purposes of settlement in the Action.

28 40. The Named Plaintiff shall file a First Amended Complaint, which added additional

1 claims (on a PAGA and class action basis) for alleged violations by Defendants that he and his
2 counsel claim to have uncovered during the course of the litigation.

3 41. Defendants deny that they engaged in any misconduct in connection with the wage-
4 and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees).
5 Defendants further deny that they have any liability of any kind associated with the claims alleged
6 in the Action. Defendants contend that they have complied with both all applicable wage-and-hour
7 laws and all other laws regulating their relationships with the Class Members and the Aggrieved
8 Employees, including the Named Plaintiff.

9 42. Class Counsel has investigated the facts relating to the Action. Settlement
10 discussions were conducted at arm's length during a full-day mediation with a neutral third-party
11 mediator, and the Settlement is the result of an informed and detailed analysis of Defendants'
12 potential liability and exposure in relation to the costs and risks associated with continued litigation.
13 Based on the documents and data produced, as well as Class Counsel's own independent
14 investigation and evaluation, Class Counsel believes that the Settlement documented by this
15 Settlement Agreement is fair, reasonable, and adequate, and in the best interest of the Class in light
16 of all known facts and circumstances, including the risk of significant delay and defenses asserted
17 to the merits of the Action. While Defendants specifically deny any liability in the Action,
18 Defendants have agreed to enter into this Settlement to avoid the costs associated with defending
19 the Action.

20 **TERMS AND CONDITIONS**

21 NOW, THEREFORE, in consideration of the recitals listed above and the promises and
22 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of
23 the consideration and undertakings set forth below, the Named Plaintiff, individually and on behalf
24 of the Class Members, Aggrieved Employees, and, to the extent permitted by law, the State of
25 California, and Defendants agree that the Action shall be and is finally and fully compromised and
26 settled on the following terms and conditions:

27 43. **Non-Admission Of Liability.** The Parties enter into this Agreement to resolve the
28 dispute that has arisen between them and to avoid the burden, expense and risk of continued

1 litigation. In entering into this Agreement, Defendants and the other Released Parties do not admit,
2 and specifically deny, that they have violated any federal, state, or local law; violated any regulations
3 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
4 requirements; breached any contract; violated or breached any duty; engaged in any
5 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class
6 or the Aggrieved Employees. Neither this Agreement, nor any of its terms or provisions, nor any
7 of the negotiations connected with it, shall be construed as an admission or concession by
8 Defendants or any of the other Released Parties of any such violations or failures to comply with
9 any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement,
10 this Agreement and its terms and provisions shall not be offered or received as evidence in any
11 action or proceeding to establish any liability or admission on the part of Defendants or to establish
12 the existence of any condition constituting a violation of, or a non-compliance with, federal, state,
13 local or other applicable law.

14 44. Conditional Nature Of Settlement. For settlement purposes *only*, the Parties agree
15 that (a) a class may be certified in the Action pursuant to California Code of Civil Procedure section
16 382, and (b) the Action may proceed as a PAGA representative action.

17 a. The Parties intend their settlement to be contingent upon the preliminary and
18 final approval of each and every term of this Agreement, without material modification. The Parties
19 and their respective counsel shall use their respective best efforts to obtain Court approval and
20 implement this Agreement in accordance with its terms. If the Court does not so approve this
21 Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are
22 unable to agree upon a resolution, the Parties intend this Agreement to become null and void, and
23 unenforceable, in which event the settlement terms set forth in this Agreement, including any
24 modifications made with the consent of the Parties, and any action taken or to be taken in connection
25 with this Agreement shall be terminated and shall become null and void and have no further force
26 or effect, and the class certified for settlement purposes pursuant to this Agreement will be
27 decertified for all purposes. In such an event, the Parties shall be jointly responsible for payment of
28 the Settlement Administrator's fees, if any, in an equal amount.

b. In the event the Court does not grant preliminary or final approval of the Parties' settlement, or in the event that this Agreement shall terminate or the settlement embodied in this Agreement does not become effective for any reason, the Agreement and all negotiations, court orders and proceedings relating to the Agreement shall be without prejudice to the rights of the Named Plaintiff, Class Members, Aggrieved Employees, and Defendants, each of whom shall be restored to their respective positions existing prior to the execution of this Agreement, and evidence relating to the Agreement and all negotiations shall not be discoverable or admissible in the Action or any other litigation. Defendants do not waive, and instead expressly reserve, their rights to challenge the propriety of class certification and/or the Action proceeding on a representative basis for any purpose should the Court not grant preliminary or final approval of the Parties' settlement.

45. Participating Class Members' Release Of Claims. Upon the funding of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement, the Named Plaintiff and all Participating Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties from the Released Claims that arose during the Class Period.

a. This release by the Named Plaintiff and each Participating Class Member is intended to settle any and all of the Released Claims that any of them may have against Defendants or any of the Released Parties during the Class Period.

b. Because it is impossible or impracticable to have each Class Member execute this Agreement, the Class Notice will advise all Class Members of the binding nature of the release and such notice will have the same force and effect as if the Agreement were executed by each Class Member.

46. Aggrieved Employees' Release of PAGA Claims. In exchange for the PAGA Amount recited in this Agreement, the Named Plaintiff, the State of California, and all Aggrieved Employees will, upon funding of the Gross Settlement Amount to the Settlement Administrator, forever completely release and discharge Defendants and each of the Released Parties from the PAGA Claims that arose during the PAGA Period. The Aggrieved Employees and the State of

1 California will be deemed by operation of the Final Order and Judgment to have agreed not to sue
2 or otherwise make a claim against Defendants and/or any of the Released Parties for the PAGA
3 Claims that arose during the PAGA Period, to the extent permissible by law.

4 47. Full Release By The Named Plaintiff. Upon funding of the Gross Settlement
5 Amount, the Named Plaintiff fully releases and discharges Defendants and the other Released
6 Parties from the Released Claims and any other claims that the Named Plaintiff now has or claims
7 to have, or have ever had or claimed to have, against Defendants and the Released Parties. Without
8 limiting the generality of the foregoing, the Named Plaintiff specifically and expressly releases to
9 the maximum extent permitted by law any claims against Defendants and the Released Parties,
10 arising out of or relating to the Named Plaintiff's employment or the termination of his employment
11 with Defendants and any other Released Party. This general release by the Named Plaintiff includes
12 a waiver of the Named Plaintiff's rights under Civil Code section 1542, which provides: "A general
13 release does not extend to claims that the creditor or releasing party does not know or suspect to
14 exist in his or her favor at the time of executing the release and that, if known by him or her, would
15 have materially affected his or her settlement with the debtor or released party."

16 48. No Prior Assignments. The Named Plaintiff represents and warrants that he has not
17 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber
18 to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights
19 released and discharged by this Agreement.

20 49. Settlement Payments And Calculation Of Claims. Subject to final Court approval
21 and the conditions specified in this Agreement, and in consideration of the mutual covenants and
22 promises set forth in this Agreement, Defendant APC agrees to pay the Gross Settlement Amount
23 of \$1,350,000.00. The Gross Settlement Amount includes, but is not limited to, payments to be
24 made to Participating Class Members, Class Counsel's Attorneys' Fees and Costs, a General Release
25 Payment to the Named Plaintiff, the PAGA Amount, and Settlement Administration Fees and Costs.
26 For the avoidance of doubt, subject to the conditions set forth in this Agreement, Defendants shall
27 not be required to pay any amount over \$1,350,000.00 for this Settlement, apart from the employer's
28 share of applicable taxes, which will be paid in addition to the Gross Settlement Amount, and as set

1 forth in Paragraph 57. This Settlement is based on the estimate that Class Members worked
2 approximately 44,900 pay periods during the Class Period. If the total number of pay periods during
3 the Class Period increases to a figure that is greater than 49,390, Defendants will have the choice
4 of: (a) paying a proportional increase in the Settlement Amount for each additional pay period over
5 49,390 (e.g., if the number of pay periods increases by 11%, the Gross Settlement Amount will
6 increase by 1%) or (b) modifying the end date of the Class Period and PAGA Period to a date that
7 avoids incurring any pro-rata increase.

8 50. Apportionment of Gross Settlement Amount. The Parties agree, subject to Court
9 approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be
10 apportioned as follows:

11 a. Class Counsel Attorneys' Fees and Costs: At the final approval hearing,
12 Class Counsel will apply to the Court for an award of Attorneys' Fees of no more than forty percent
13 (40%) of the Gross Settlement Amount, which equals \$540,000.00. Class Counsel will also apply
14 to the Court for an award of actual costs incurred by Class Counsel not to exceed the amount of
15 \$25,000.00. These fees and costs are included in, and shall come from, the Gross Settlement
16 Amount. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded by the
17 Court pursuant to this Paragraph. Except as provided in this Paragraph, each Party will bear its own
18 attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Action.
19 If the Court awards a lower amount of Attorneys' Fees and Costs than the amount requested, any
20 amount not awarded will be part of the distribution to the Participating Class Members as set forth
21 in this Agreement and shall not be a reason to invalidate/terminate this Agreement.

22 b. Settlement Administrator Costs: At the final approval hearing, Class Counsel
23 will apply to the Court for approval of Settlement Administration Costs not to exceed the amount
24 of \$12,750. These costs are included in, and shall come from, the Gross Settlement Amount. If the
25 actual amount of the Settlement Administration Costs is less than \$12,750, the difference between
26 \$12,750 and the actual Settlement Administration Costs shall be a part of the Net Class Settlement
27 Amount. If the Settlement Administration Costs exceed \$12,750 then such excess will be paid solely
28 from the Gross Settlement Amount and Defendants will not be responsible for paying any additional

1 funds in order to pay these additional costs.

2 c. Named Plaintiff General Release Payment: At the final approval hearing,
3 Class Counsel will apply to the Court for an award of up to \$15,000.00 to be paid to the Named
4 Plaintiff as consideration for providing a general release. Defendants will not oppose such
5 application. The General Release Payment is included in, and shall come from, the Gross Settlement
6 Amount. The Named Plaintiff will be issued an IRS Form 1099 for the General Release Payment
7 approved by the Court pursuant to this Paragraph. The General Release Payment payable to the
8 Named Plaintiff shall be in addition to any payment he may receive as part of his Individual
9 Settlement Payment. If the Court awards less than the amount requested, any amount not awarded
10 will be part of the distribution to the Participating Class Members as set forth in this Agreement and
11 shall not be a reason to invalidate/terminate this Agreement.

12 d. PAGA Amount: At the final approval hearing, Class Counsel will apply to
13 the Court for approval of the PAGA Amount of \$100,000.00 for claims for civil penalties asserted
14 under PAGA. Class Counsel will submit notice of this Settlement to the LWDA, as required by
15 Labor Code § 2699(l)(2). The Parties agree that 75% of the PAGA Amount (\$75,000.00) will be
16 paid to the LWDA as the “**LWDA Payment**,” and the remaining 25% (\$25,000.00) will be allocated
17 to the Aggrieved Employees as the “**PAGA Payment**.” The portion of the PAGA Payment
18 allocated to each of the Aggrieved Employees will be calculated using the same formula as set forth
19 immediately below in Paragraph 50.e. Any Class Members who worked during the PAGA Period
20 and who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this
21 Paragraph and, therefore, will (i) receive their portion of the PAGA Payment (the Individual PAGA
22 Payment); and (ii) release all PAGA Claims against the Released Parties.

23 e. Individual Settlement Payments. The Individual Settlement Payments shall
24 consist of: (i) each Participating Class Member’s *pro rata* portion of the Net Class Settlement
25 Amount (the “**Participating Class Member Payment**”); and (ii) if applicable, each Aggrieved
26 Employee’s *pro rata* portion of the PAGA Payment (*i.e.*, the Individual PAGA Payment).

27 i) Participating Class Member Payment: After deducting the approved
28 amounts specified in Paragraphs 50.a-e above, each Participating Class Member will be entitled to

1 a *pro rata* portion of the remaining amount. Participating Class Member Payments will be
2 calculated from the Net Class Settlement Amount based on the respective number of pay periods
3 worked by each Participating Class Member in a non-exempt position during the Class Period,
4 rounded up. All Class Members will be deemed to have worked during at least one pay period
5 during the Class Period. Each Participating Class Member's share of the Net Class Settlement
6 Amount will be calculated by dividing the Participating Class Member's pay periods worked in a
7 non-exempt position by the total number of pay periods worked by all Class Members in a non-
8 exempt position during the Class Period and multiplying this figure by the Net Class Settlement
9 Amount. The Class Notice will include the number of pay periods that the Class Member worked
10 during the Class Period and the amount the Class Member is estimated to receive under the terms
11 of the Settlement.

12 ii) Individual PAGA Payment: For each Aggrieved Employee, the
13 Individual Settlement Payment will also include the Class Member's *pro rata* share of the PAGA
14 Payment.

15 f. The Parties acknowledge and agree that the formula used to calculate the
16 Individual Settlement Payments (including the Participating Class Member Payments and Individual
17 PAGA Payments) does not mean that all of the elements of damages, restitutionary relief, and
18 penalties alleged in the Action are not being taken into account. The above formula was devised as
19 a practical and logistical method to simplify the participation process.

20 g. Participating Class Member Payments shall be distributed only to
21 Participating Class Members. The portion of the Net Class Settlement Amount allocated to Class
22 Members who opt out of the Settlement will be distributed to Participating Class Members on a *pro*
23 *rata* basis based on the formula set forth in Paragraph 50.e. Individual PAGA Payments will be
24 distributed to all Aggrieved Employees.

25 h. The Parties agree that, under no circumstances shall Defendants be obligated
26 to pay any amount under this Agreement to any Class Member other than Participating Class
27 Members, with the exception of the Individual PAGA Payments which are not affected by a Class
28 Member opting-out of the Settlement. In addition, the Parties agree that, except as provided in

Paragraph 50, under no circumstances shall Defendants be obligated to pay more than the Gross Settlement Amount in full settlement of the Action.

51. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Agreement, including the Individual PAGA Payments made to Aggrieved Employees, will not be utilized to calculate any additional benefits under any benefit plans to which any Participating Class Member or Aggrieved Employees may be eligible including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts which any Participating Class Member or Aggrieved Employee may be entitled to under any benefit plans.

52. Taxation Of Settlement Proceeds. All settlement payments paid to Participating Class Members, Aggrieved Employees, and the Named Plaintiff, will be paid in a net amount after applicable state and federal tax withholdings, including payroll taxes, have been deducted.

a. The Participating Class Member Payments shall be reported as follows: (i) 20% of the amount distributed to each Participating Class Member will be considered wages, and will be reported as such to each Participating Class Member on a W-2 Form; (ii) 40% of the amount distributed to each Participating Class Member will be considered interest on the unpaid wages, and will be reported as such to each Participating Class Member on an IRS Form 1099; and (iii) 40% of the amount distributed to each Participating Class Member will be considered statutory penalties, and will be reported as such to each Participating Class Member on an IRS Form 1099. The PAGA Payments distributed to each Aggrieved Employee will be considered penalties and will be reported on an IRS Form 1099.

b. Prior to mailing the Individual Settlement Payments, the Settlement Administrator will calculate, withhold from the Individual Settlement Payment, and remit to applicable governmental agencies sufficient amounts as may be owed by Participating Class Members for required withholdings and taxes, including all payroll taxes. The Settlement Administrator will issue appropriate tax forms to each Participating Class Member and Aggrieved Employee consistent with the foregoing breakdown. The Parties understand that the Named

1 Plaintiff, Participating Class Members, and Aggrieved Employees who receive an Individual
2 Settlement Payment, including an Individual PAGA Payment, pursuant to this Agreement shall be
3 solely responsible for any and all tax obligations associated with such receipt.

4 c. The Parties stipulate that the Settlement Fund will qualify as a settlement fund
5 pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as
6 amended, and Section 1.468B-1 *et seq.* of the federal income tax regulations. Furthermore, the
7 Settlement Administrator is designated as the “**Administrator**” of the qualified settlement funds for
8 purposes of Section 1.468B-2(k) of the income tax regulations. Accordingly, all taxes imposed on
9 the gross income of the Settlement Fund and any tax-related expenses arising from any income tax
10 return or other reporting document that may be required by the Internal Revenue Service or any state
11 or local taxing body will be paid from the Settlement Fund.

12 d. All Parties represent and acknowledge that nothing in this Agreement
13 constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. The
14 Named Plaintiff, Participating Class Members, and Aggrieved Employees will assume any such tax
15 obligations or consequences that may arise from this Agreement and Class Members shall not seek
16 any indemnification from the Parties or any of the Released Parties in this regard. In the event that
17 any taxing body determines that additional taxes are due from any Class Member or Aggrieved
18 Employee, including the Named Plaintiff, such Class Member or Aggrieved Employee assumes all
19 responsibility for the payment of such taxes.

20 53. Notice Procedure. Within 15 calendar days after entry of the Preliminary Approval
21 Order, Defendants will provide to the Settlement Administrator a list of Class Members that
22 identifies each Class Member by name, Social Security Number, and last-known address; and
23 specifies the number of pay periods worked by each Class Member in a non-exempt position during
24 the Class Period and the PAGA Period (the “**Class List**”). Defendants will provide the Class List
25 in an Excel file or other format reasonably acceptable to the Settlement Administrator. The
26 Settlement Administrator will keep the list confidential, except it shall be provided to Class Counsel
27 upon request with Social Security Numbers and address information redacted, and Class Counsel
28 agrees to use such information only for the purposes described in this Agreement.

1 a. Upon receipt of the Class List, the Settlement Administrator shall perform a
2 search based upon the National Change of Address Database to update and correct any known or
3 identifiable address changes. The Settlement Administrator shall exercise its best judgment to
4 determine the current mailing address for each Class Member. Within 14 calendar days after receipt
5 of the Class List from Defendant, the Settlement Administrator will send the Class Notice to each
6 Class Member via First Class U.S. Mail. Receipt of the Class Notice shall be presumed as to each
7 and every Class Member whose Class Notice is not returned to the Settlement Administrator as
8 undeliverable within 14 calendar days after mailing.

9 b. The Settlement Administrator will re-mail any notice packet returned by the
10 United States Postal Service with a forwarding address on or before the expiration of the Notice
11 Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice
12 is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-
13 mailing, received the Class Notice. Class Members who receive a re-mailed Class Notice shall have
14 either 60 days from the original mailing or 14 days from the re-mailing, whichever is later, to object,
15 opt out, or dispute the workweeks attributed to the Class Member.

16 c. The Settlement Administrator will use the appropriate skip tracing and
17 National Change of Address searches to increase the likelihood of delivery of the Class Notice to
18 Class Members, and to re-mail the notice packets returned by the Postal Service without a
19 forwarding address upon locating new or alternate addresses after a reasonable search.

20 d. Class Counsel will provide to the Court, in connection with seeking final
21 approval of the Settlement, a declaration from the Settlement Administrator confirming that the
22 Class Notice was mailed to all Class Members as required by this Agreement, as well as any
23 additional information Class Counsel deems appropriate to provide to the Court.

24 54. Dispute Procedure. The Class Notice will include a procedure by which a Class
25 Member may dispute the number of pay periods allocated to the Class Member by submitting a
26 written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the
27 expiration of the Notice Period (“**Pay Period Dispute**”). To be valid, a Pay Period Dispute must
28 contain the following: (i) the Class Member’s full name, current address, and signature; (ii) the

1 Action name and case number; (iii) the number of pay periods the Class Member maintains is
2 correct; and (iv) documentary evidence sufficient to prove that Defendants' calculation of the pay
3 periods for the Class Member is incorrect, if any. Upon receipt of notice of a Pay Period Dispute,
4 the Settlement Administrator shall promptly serve Defendants' counsel with a copy of the Pay
5 Period Dispute and any accompanying papers. Defendants' counsel will inform Class Counsel of
6 any such dispute. No Pay Period Dispute shall be effective or considered for any purpose unless it
7 is timely mailed by U.S. mail to and received by the Settlement Administrator as provided above.
8 Defendants shall have the right to respond to the Pay Period Dispute by any Class Member. The
9 Settlement Administrator will resolve the Pay Period Dispute and make a final and binding
10 determination without hearing or right of appeal.

11 a. Within 5 calendar days after the close of the Notice Period, the Settlement
12 Administrator will provide Class Counsel and Defendants' counsel with a report listing the amount
13 of all Individual Settlement Payments, including Individual PAGA Payments, to be made to
14 Participating Class Members and Aggrieved Employees. The report to Class Counsel will not
15 include the names or contact information of Participating Class Members and Aggrieved
16 Employees.

17 55. Opt-Out Procedure. Unless a Class Member opts out of the settlement described in
18 this Agreement, the Class Member will be bound by the terms and conditions of this Agreement,
19 including the release of the Released Claims that arose during the Class Period. A Class Member
20 will not be entitled to opt out of the settlement established by this Agreement unless the Class
21 Member submits a valid opt-out request ("**Opt-Out Request**"). A valid Opt-Out Request must:
22 (i) contain the Class Member's full name, current address, and signature; (ii) the Action name and
23 case number; (iii) a written request clearly expressing the Class Member's desire to be excluded
24 from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the
25 expiration of the Notice Period. Any Class Members who worked during the PAGA Period and
26 who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this
27 Agreement.

28 a. Upon receipt of any Opt-Out Request within the Notice Period, the

1 Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the opt-
2 out requirements of this Agreement.

3 b. Any Class Member who fails to submit a timely, complete, and valid Opt-
4 Out Request will be barred from opting out of this Agreement or the settlement, unless otherwise
5 ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is
6 incomplete, it will make reasonable attempts to contact the class member to cure the defect. The
7 Settlement Administrator will not consider any Opt-Out Request postmarked after the end of the
8 Notice Period, but will report its receipt of any such requests to Class Counsel and counsel for
9 Defendants. It shall be presumed that if an Opt-Out Request is not postmarked on or before the end
10 of the Notice Period, the Class Member did not make the request in a timely manner. A declaration
11 submitted by any Class Member attesting to the mailing of an Opt-Out Request on or before the
12 expiration of the Notice Period shall be insufficient to overcome the conclusive presumption that
13 the Opt-Out Request was untimely. Under no circumstances shall the Settlement Administrator
14 have the authority to extend the deadline for Class Members to submit a request to opt out of the
15 settlement without the Parties' joint written consent.

16 c. At the close of the Notice Period, the Settlement Administrator shall report
17 the names of all individuals who opted out of the Agreement to the parties and include this
18 information in a Declaration regarding the distribution of the notice that will be provided in support
19 of Plaintiff's Motion for Final Approval.

20 d. If 10% or more Class Members timely opt out of the settlement, Defendants
21 will have the sole and absolute discretion to withdraw from this Agreement within ten (10) calendar
22 days after Defendants receive notice of the number of opt-outs. Defendants will provide written
23 notice to Class Counsel if they intend to withdraw from this Agreement. In the event that Defendants
24 elect to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement
25 for failure to satisfy a condition of settlement, and the Agreement shall become null and void and
26 have no further force or effect, and the class certified pursuant to this Agreement will be decertified
27 for all purposes. If Defendants choose to terminate this Settlement Agreement under this provision,
28 it shall be responsible to pay the Settlement Administrator's fees and costs. If the Settlement

1 Agreement is terminated for any other reason, including the Court's failure to grant final approval
2 of the Parties' settlement, then Class Counsel and Defendants will be jointly responsible for the
3 Settlement Administrator's fees and costs.

4 56. Objections To Settlement. Any Class Member may object to the Settlement. Any
5 written objection must be mailed to the Settlement Administrator (who shall promptly provide a
6 copy to Class Counsel and counsel for Defendants) by the close of the Notice Period. Class Counsel
7 will ensure that any written objections are filed with the Court concurrently with the final approval
8 documents by having it attached to the Settlement Administrator's Declaration. Class Members
9 who have not objected in writing may still appear and be heard at the Settlement Hearing.

10 a. Written objections to the Settlement must contain at least the following:
11 (i) the objecting Class Member's full name, current address, and signature; (ii) a clear reference to
12 the Action; (iii) a statement of the specific reasons why the objector believes the Settlement is unfair
13 or objects to the Settlement; and (iv) a statement of whether the objector intends to appear at the
14 final approval hearing, either in person or through counsel and, if through counsel, a statement
15 identifying that counsel by name, bar number, address, and telephone number. All objections shall
16 be signed by the objecting Class Member or the Class Member's legally-authorized representative.

17 b. Class Counsel or Defendants' counsel may, up to five (5) court days before
18 the Final Hearing Date, file responses to any written objections submitted to the Court.

19 c. Unless they opt out of the Settlement as specified in Paragraph 55, Class
20 Members who object to the proposed settlement or the Agreement will remain Participating Class
21 Members, and shall be deemed to have voluntarily waived their right to pursue an independent
22 remedy against Defendants and the other Released Parties. To the extent any Participating Class
23 Member objects to the proposed settlement or Agreement and such objection is overruled in whole
24 or in part, such individuals will be bound by the Court's Final Order and Judgment.

25 d. In the event that any person objects to or opposes this proposed settlement or
26 the Agreement, or attempts to intervene in or otherwise enter the Action, the Parties and Class
27 Counsel will use their best efforts to defend the Settlement.

28 e. A Class Member cannot both opt out and object to the Settlement. If a Class

1 Member both objects and opts out of the Settlement, the opt-out will control and the objection will
2 be deemed invalid.

3 57. Funding And Distribution Of Settlement.

4 a. Within ten (10) calendar days of the close of the Notice Period, the Settlement
5 Administrator will provide a draft declaration to Class Counsel and Defendants' counsel setting
6 forth the number of Participating Class Members and Aggrieved Employees; the identity of those
7 individuals who opted out of the Settlement; the total amount payable to all Participating Class
8 Members and Aggrieved Employees; and the total PAGA Amount, Attorneys' Fees and Costs,
9 General Release Payment, Settlement Administration Costs, Net Class Settlement Amount, and the
10 appropriate applicable employer's taxes for any portion of the Individual Settlement Payments
11 designated as wages.

12 b. Upon the Court entering the Final Order and Judgment, and within 15 days
13 after the Effective Date, Defendant APC shall remit to the Settlement Administrator the Gross
14 Settlement Amount of \$1,350,000.00 and Defendants each shall remit to the Settlement
15 Administrator each of the employer's respective taxes for any portion of the Individual Settlement
16 Payments designated as wages (the collectively, "**Settlement Fund**"). The delivery by Defendants
17 of the Settlement Fund to the Settlement Administrator will constitute the full and complete
18 discharge of the entire obligation of Defendants under this Agreement, unless anything further is
19 requested by the Settlement Administrator to ensure timely and proper disbursement. No Released
20 Party will have any further obligation or liability to the Named Plaintiff, Participating Class
21 Members, Aggrieved Employees, or Class Counsel under this Agreement, in connection with the
22 claims released herein, regardless of whether the Named Plaintiff, Participating Class Members,
23 Aggrieved Employees, or Class Counsel receive the payments from the Settlement Administrator
24 set forth in this Agreement.

25 c. The distribution of Individual Settlement Payments to Participating Class
26 Members and Aggrieved Employees will occur no later than ten (10) calendar days after receipt of
27 the Settlement Fund from Defendants ("**Settlement Proceeds Distribution Deadline**"). The
28 Settlement Administrator shall be deemed to have timely distributed Individual Settlement

1 Payments, including Individual PAGA Payments, if it places in the mail the Individual Settlement
2 Payments for all Participating Class Members and the Individual PAGA Payments for all Aggrieved
3 Employees by the Settlement Proceeds Distribution Deadline. No person will have any claim
4 against the Settlement Administrator, Defendants, Class Counsel, Defendants' counsel, or any other
5 agent designated by the Named Plaintiff or Class Counsel based upon the distribution of Individual
6 Settlement Payments made substantially in accordance with this Agreement

7 d. The distribution of the LWDA Payment, Attorneys' Fees and Costs, and the
8 General Release Payment shall occur no later than ten (10) calendar days after the Settlement
9 Administrator receives the Settlement Fund from Defendant APC.

10 e. If a Participating Class Member's or Aggrieved Employee's check is returned
11 to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-
12 mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is
13 expressly understood and agreed that the checks for the Individual Settlement Payments, including
14 the Individual PAGA Payments, will become void and no longer available if not cashed within 180
15 calendar days after mailing. The funds from uncashed and voided checks will be transferred to the
16 State of California's Unclaimed Property Fund in the name of the Participating Class
17 Member/Aggrieved Employee.

18 f. Defendants will not be obligated to make any payments contemplated by this
19 Agreement unless and until the Court enters the Final Order and Judgment, and after the Effective
20 Date of the Agreement.

21 g. Within sixty (60) calendar days of the Settlement Proceeds Distribution
22 Deadline, the Settlement Administrator will provide written certification of completion of settlement
23 administration to Class Counsel and to Defendants' Counsel.

24 58. Binding Effect Of Agreement On Class Members. Subject to final Court approval
25 and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all
26 Participating Class Members will be bound by this Agreement.

27 59. Binding Effect Of Agreement On Aggrieved Employees And State Of California.
28 The Aggrieved Employees and the State of California, to the maximum extent permitted by law,

1 shall be deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise
2 make a claim against Defendants or any of the Released Parties for any of the PAGA Claims and to
3 be bound by the release of the PAGA Released Claims as set forth in this Agreement.

4 60. Provisional Approval Of Settlement. The Named Plaintiff will file a motion in the
5 Action requesting that the Court enter the Preliminary Approval Order shortly after complete
6 execution of this Agreement. Defendants will not oppose Class Counsel's motion for preliminary
7 approval of the settlement so long as the motion and supporting papers are consistent with the terms
8 of this Agreement. Class Counsel will provide Defendants' counsel at least 3 business days to
9 review, and provide comments to, the draft motion for preliminary approval of the settlement before
10 the motion and supporting papers are filed with the Court. Notwithstanding the foregoing,
11 Defendants may, without opposing the preliminary approval motion, advise the Court if Defendants
12 dispute any of the factual statements concerning the claims at issue included by the Named Plaintiff
13 in the motion and supporting papers. Defendants' counsel will meet and confer with Class Counsel
14 regarding any disputed factual statements before notifying the Court of any disputes.

15 61. Non-Interference With Claims Procedure. The Parties and their counsel agree that
16 they will not advise, solicit, or otherwise encourage any Class Members to submit requests for
17 exclusion or objections to the settlement or to appeal from the Final Order and Judgment.

18 62. Final Order And Judgment. The Named Plaintiff will request that the Court enter,
19 after the hearing finally approving this Agreement, a Final Order and Judgment. The Named
20 Plaintiff will request that the Final Order and Judgment certify the Participating Class; find that this
21 Agreement is fair, just, equitable, reasonable, adequate, and in the best interests of the Class and the
22 Aggrieved Employees; list the employees (if any) who opted-out of the settlement; order that the
23 Participating Class Members release the Released Parties from the Released Claims; order that the
24 Aggrieved Employees and the State of California release the Released Parties from the PAGA
25 Claims as set forth in this Agreement (to the maximum extent permitted by law); and require the
26 Parties to carry out the provisions of this Agreement.

27 63. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the
28 settlement set forth in this Agreement does not become final, the settlement will be null and void

1 and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated,
2 and the Parties will be returned to the status quo prior to entering this Agreement with respect to the
3 Action, as if the Parties had never entered into this Agreement, and the class certified pursuant to
4 this Agreement will be decertified for all purposes. In addition, in such event, the Agreement and
5 all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice
6 to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and all
7 negotiations shall not be admissible or discoverable in the Action or otherwise.

8 64. No Double Recovery. No person who has already released, assigned, or otherwise
9 forfeited the claims asserted in the Action will be considered a Class Member or be entitled to
10 recover under this Agreement.

11 65. No Publicity. The Named Plaintiff and Class Counsel agree that they shall not
12 publicize the filing of the Action, the Parties' settlement, this Agreement and its terms, or the
13 negotiations leading to this Agreement with anyone other than the Court, Class Members, or those
14 individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in this
15 Paragraph includes, but is not limited to: (i) publication by the Named Plaintiff or Class Counsel
16 on any website (including, without limitation, publishing on any Twitter account, Facebook, other
17 social media, or blog, or business website) of the amount or terms of the settlement, with or without
18 identifying information; and (ii) the submission of information to Verdicts & Settlements or any
19 other publication that summarizes the results of jury verdicts and settlements.

20 a. Notwithstanding the foregoing, Class Counsel may respond to questions
21 received from, and discuss any aspect of this Agreement with the Class Members or their legal
22 representatives, the Settlement Administrator, the Court, and representatives of the LWDA.

23 b. Notwithstanding the forgoing, nothing in this Paragraph shall prohibit the
24 filing of information with the Court or the LWDA relating to the Settlement that is necessary to
25 effectuate this Agreement, or the online posting of documents relating to the Action by the
26 Settlement Administrator as permitted by this Agreement, including the Judgment entered by the
27 Court.

28 c. The Named Plaintiff and Class Counsel agree that all data and information

1 informally produced by Defendants in connection with the settlement of this Action will be
2 maintained in confidence, and will not be shared with any other persons or entities.

3 66. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes
4 material changes to the material terms or conditions of Paragraphs 1 through 66 of this Agreement
5 that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement, in
6 which case Defendants would not be obligated to make any payments to any Class Member, to Class
7 Counsel, or to the Named Plaintiff. The Parties shall meet and confer in good faith before exercising
8 such right.

9 67. Modification In Writing. This Agreement may be altered, amended, modified or
10 waived, in whole or in part, only in a writing signed by all Parties or their representatives, and
11 approved by the Court. This Agreement may not be amended, altered, modified, or waived, in whole
12 or in part, orally.

13 68. Ongoing Cooperation. The Named Plaintiff and Defendants will execute all
14 documents and perform all acts necessary and proper to effectuate the terms of this Agreement. In
15 the event the Parties are unable to reach an agreement on the form or content of any document
16 needed to implement the Settlement, or any supplemental provisions that may become necessary to
17 effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Mediator and,
18 if still unable to resolve their dispute, the Court.

19 69. Notices. All notices, requests, demands, and other communications required or
20 permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered
21 personally or by first class mail to the Settlement Administrator approved by the Court and the
22 undersigned persons at their respective addresses as set forth below:

23 CLASS COUNSEL

24 TORUS LLP
25 David Alami, Esq.
26 Daniel J. Hyun, Esq.
27 Shaheen Anthony Etemadi, Esq.
28 2 Park Plaza, Suite 1260
Irvine, California 92614
Telephone: (949) 590-4122

COUNSEL FOR DEFENDANTS

RUTAN & TUCKER, LLP
 Brian C. Sinclair, Esq.
 Kenne J. Zielinski, Esq.
 Jonas Trevethan, Esq.
 18575 Jamboree Road, 9th Floor
 Irvine, California 92612
 Telephone: (714) 641-5100

70. Binding On Successors. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

71. Entire Agreement. This Agreement constitutes the full, complete, and entire understanding, agreement, and arrangement between the Named Plaintiff, the Class Members, and the Aggrieved Employees, on the one hand, and Defendants, on the other hand, with respect to the settlement of the Action. This Agreement supersedes any and all prior oral or written understandings, agreements, and arrangements between the Parties with respect to the settlement of the Action. Except for those set forth expressly in this Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the settlement of the Action, the PAGA Claims, and the Released Claims against Defendants and the Released Parties. The Parties explicitly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

72. Execution In Counterparts. This Agreement may be signed in one or more counterparts. All executed copies of this Settlement Agreement, and photocopies of the Agreement (including DocuSign, facsimile and e-mail copies of the signature pages), shall have the same force

1 and effect and shall be as legally binding and enforceable as the original.

2 73. Captions. The captions, section numbers, and paragraph numbers in this Agreement
3 are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope
4 or intent of the provisions of this Agreement.

5 74. Governing Law. This Agreement shall be interpreted, construed, enforced, and
6 administered in accordance with the laws of the State of California, without regard to conflict of law
7 rules.

8 75. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Action and entry
9 of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and
10 enforcing the terms of this Agreement.

11 76. Mutual Preparation. The Parties have had the full opportunity to negotiate the terms
12 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
13 against one Party than another merely by virtue of the fact that it may have been prepared by counsel
14 for one of the Parties, it being recognized that, because of the arms-length negotiations between the
15 Parties, all Parties have contributed to the preparation of this Agreement.

16 77. Representation And Warranties. Class Counsel and the Named Plaintiff represent
17 and warrant to Defendants that they are not aware of any attorneys beyond those named as Class
18 Counsel who have claims for fees arising out of the Action or the Settlement contemplated by this
19 Agreement.

20 78. Authorization To Act. Each Party to this Agreement covenants and warrants that (a)
21 such Party has full power and authority to enter into and consummate all transactions contemplated
22 by this Agreement and have duly authorized the execution, delivery, and performance of this
23 Agreement; and (b) the person executing this Agreement for such Party has the full right, power,
24 and authority to enter into this Agreement on behalf of such Party, and the full right, power, and
25 authority to execute any and all necessary instruments in connection with the Settlement, and to
26 fully bind such Party to the terms and obligations of this Agreement.

27 79. Representation By Counsel. The Parties acknowledge that each of them has been
28 represented by their respective counsel throughout all negotiations that preceded the execution of

1 this Agreement, and that this Agreement has been executed with the consent and advice of their
2 respective counsel. Further, the Named Plaintiff and Class Counsel warrant and represent that there
3 are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order and
4 Judgment, the Settlement Administrator may distribute funds to Participating Class Members,
5 Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named
6 Plaintiff as provided by this Agreement.

7 80. Representation By The Named Plaintiff. The Named Plaintiff agrees not to request
8 to be excluded from the Class and not to object to any terms of this Agreement. Any such request
9 by the Named Plaintiff for exclusion or objection shall be void and of no force or effect.

10 81. Additional Attorneys' Fees And Costs. No Participating Class Member, Aggrieved
11 Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or
12 Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements
13 arising from the Action or the Gross Settlement Amount from the Released Parties except as
14 expressly provided for in this Agreement.

15 82. No Reliance On Representations. The Parties have made such investigations of the
16 facts and the law pertaining to the matters described in this Agreement as they deem necessary, and
17 have not relied, and do not rely, on any statement, promise, or representation of fact or law, made
18 by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to
19 any of their rights or asserted rights, or with regard to the advisability of making and executing this
20 Agreement, or with respect to any such matters. No representations, warranties, or inducements
21 have been made to any Party concerning this Agreement.

22 83. No Collateral Attack. This Agreement will not be subject to collateral attack by any
23 Class Member or any recipient of the Class Notice after the Final Order and Judgment. Such
24 prohibited collateral attacks shall include but not be limited to claims that the Class Member failed
25 for any reason to receive timely notice of the procedure for disputing the calculation of their
26 Individual Settlement Payment, or for opting out of the Settlement.

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IT IS SO AGREED:

PLAINTIFF JAMES K. GRAHAM

Dated: 02/26/2026

By: James K. Graham
James K. Graham (Feb 26, 2026 11:14:03 PST)
James K. Graham
Named Plaintiff

Dated: _____

DEFENDANT ARIZONA PIPELINE
COMPANY

By: _____
Title: _____

Dated: _____

DEFENDANT GLOBAL CUSTOMER
SERVICES, INC.

By: _____
Title: _____

APPROVED AS TO FORM ONLY AND AGREE TO BE
BOUND BY PARAGRAPH 65:

Dated: February 26, 2026

TORUS LLP

By: 
David Alami
Attorneys for Plaintiff
JAMES K. GRAHAM

APPROVED AS TO FORM ONLY:

Dated: _____

RUTAN & TUCKER, LLP

By: _____
Kenneth J. Zielinski
Attorneys for Defendants
ARIZONA PIPELINE COMPANY and
GLOBAL CUSTOMER SERVICES, INC.

Dated: _____

By: _____

Named Plaintiff

Dated: February 25, 2026

Signed by:

By: 5D31237B215E483...

Title: President / CEO

Dated: February 25, 2026

DocuSigned by:

By: Barbara Sylling

Title: President / CEO

Dated: _____

By: _____

APPROVED AS TO FORM ONLY:

Dated: February 25, 2026

By: 

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Exhibit A

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

James K. Graham, et al. v. Global Customer Services, Inc., et al.
Los Angeles County Superior Court, Case Number 23VECV03731

***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 Global Customer Services, Inc. (“GCS”) and/or Arizona Pipeline Company (“APC” and together with “GCS,” are collectively referred to as “Defendants”) for alleged wage and hour violations. The Action was filed by James K. Graham (“Plaintiff”), an alleged former employee of Defendants, and seeks payment of (1) back wages and other relief for a class of non-exempt employees (“Class Members”) who worked for Defendants in California at any time during the “Class Period,” which is defined as the period which begins on either (a) May 28, 2023 for Class Members who worked for APC; and (b) May 17, 2021 for Class Members who worked for GCS, and which ends through the date the Court grants preliminary approval of the Class Settlement [subject to the escalator]; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Defendants during the “PAGA Period,” which is defined as the period that begins on (a) May 28, 2023 for Aggrieved Employees who worked for APC and (b) June 21, 2022 for Aggrieved Employees who worked for GCS, and which runs through the date the Court grants preliminary approval of the Class Settlement [subject to the escalator] (collectively, “Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Participating Class Member Payment is estimated to be \$ [REDACTED] (less withholdings) 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 Defendants’ 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 Defendants’ records showing that **you worked [REDACTED] pay periods** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more pay periods during either period, you can submit a challenge by the Pay Period Dispute deadline. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have

carefully read and understood it. 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 Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants 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 a Participating Class Member Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Opt-Out Request. If you opt-out of the Settlement, you will not receive a Participating Class Member Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants 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 Participating Class Member Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Opt-Out Request. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Participating Class Member Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. 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 virtual appearance platform. 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 Pay Periods Written Challenges Must be Submitted by 	The amount of your Participating Class Member Payment and PAGA Payment (if any) depend on how many pay periods you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period pay periods and the number of PAGA Period pay periods you worked according to Defendants’ 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 alleges that he was a former employee of APC and GCS. The Action accuses Defendants of violating California labor laws due to their alleged failure to pay all wages owed and at the correct rate, including minimum, overtime, and double time wages; failure to calculate and pay the regular rate of pay; failure to pay reporting time pay; failure to pay vacation pay; failure to pay costs for mandatory drug tests and physical examinations; failure to reimburse for necessary business expenses (including, but not limited to, cell phones, uniforms, vehicles, mileage, tools, and laundering expenses); failure to provide meal periods or premium pay at the correct regular rate; failure to authorize and permit rest breaks or premium pay at the correct regular rate; failure to provide employees with heat recovery periods; failure to provide notice of available paid sick leave; failure to calculate and pay paid sick leave; failure to maintain accurate timekeeping, payroll, and employment records; failure to produce employment records (including, but not limited to, personnel files and pay records) upon request; failure to provide one days’ rest in seven; failure to timely pay wages owed during employment and upon separation; failure to provide accurate itemized wage statements; failure to provide and maintain tools and equipment, including personal protective equipment;

failure to provide potable water during employment; failure to establish, implement, and maintain a workplace violence and injury prevention plan; secretly paying employees less than the statutory rate; and requiring employees to release claims in exchange for payment. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) (“PAGA”). Plaintiff is represented by the following attorneys in the Action: David Alami, Daniel J. Hyun, and Shaheen Anthony Etemadi of Torus LLP (“Class Counsel”).

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits.

While the Action was pending, Plaintiff and Defendants hired Will Klatte, Esq. of Klatte Mediation, an experienced, neutral mediator, in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. 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 Defendants 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, Defendants do 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) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants Will Pay \$1,350,000.00 as the Gross Settlement Amount (“Gross Settlement Amount”), subject to any increase pursuant to the Settlement Agreement’s escalator clause. Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement (the “Settlement Administrator”). The Settlement Administrator will use the Gross Settlement Amount to pay the Participating Class Member Payments, Individual PAGA Payments, Plaintiff’s General Release Payment, Class Counsel’s attorneys’ fees and expenses, the Settlement Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement Amount within 15 days after the Judgment entered by the Court becomes final. The Judgment will be final on the 61st day after the Court enters Judgment, or a later date if the Judgment is appealed.

2. Court-Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, subject to any increase pursuant to the Settlement Agreement's escalator provision, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$540,000.00 [40% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$15,000 to Plaintiff for a General Release Payment, which will be the only monies Plaintiff will receive other than Plaintiff's Participating Class Member Payment and any Individual PAGA Payment.
 - C. Up to \$12,750.00 to the Settlement Administrator for services administering the Settlement.
 - D. Up to \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA (the "LWDA Payment") and 25% to the Aggrieved Employees (the "PAGA Payment") based on their PAGA Period pay periods.

Participating Class Members have the right to object to any of these deductions. 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 Class Settlement Amount") by making Participating Class Member Payments to Participating Class Members based on their Class Period pay periods.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Participating Class Member Payment to taxable wages ("Wage Portion") and 80% to interest and statutory penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay the employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Participating Class Member Payments on IRS 1099 Forms.

Although Plaintiff and Defendants 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 Participating Class Member 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 money will be deposited with the California Controller's Unclaimed Property Fund in your name.

6. Opt-Out Requests from the Class Settlement. You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **INSERT DATE**, that you wish to opt-out ("Opt-Out Request"). The easiest way to notify the Administrator is to send a written and signed Opt-Out Request by the Response Deadline. A valid Opt-Out Request must: (i) contain the Class Member's full name, current address, and signature; (ii) the Action name and case number; (iii) a written request clearly expressing the Class Member's desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of the Response Deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Participating Class Member Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. The Court may decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money, and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, CPT Group, Inc., as the Settlement Administrator to send this Notice, calculate and make payments, and process Class Members' Opt-Out Requests. The Settlement Administrator will also decide Class Member disputes over pay periods, mail, and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendants have 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 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 Defendants or related entities for claims based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from the Released Class Claims. 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.

"Released Parties" means and includes APC, GCS, and their respective current and former parents, predecessors or successors, holding companies, affiliated companies or entities, owners, investors, shareholders, members, partners, officers, directors, managers, employees, agents, attorneys, insurers, and representatives.

"Released Class Claims" means, for the duration of the Class Period, any and all claims against Defendants and the other Released Parties that arise from the facts, matters, transactions or occurrences alleged in the Action or that could have been alleged in the Action based on such facts. Without limiting the foregoing, and in addition to the foregoing, the Released Claims include claims based on the alleged: failure to pay all wages owed and at the correct rate, including minimum, overtime, and double time wages; failure to calculate and pay the regular rate of pay; failure to pay reporting time pay; failure to pay vacation pay; failure to pay costs for mandatory drug tests and physical examinations; failure to reimburse for necessary business expenses (including, but not limited to, cell phones, uniforms, vehicles, mileage, tools, and laundering expenses); failure to provide meal periods or premium pay at the correct regular rate; failure to authorize and permit rest breaks or premium pay at the correct regular rate; failure to provide employees with heat recovery periods; failure to provide notice of available paid sick leave; failure to calculate and pay paid sick leave; failure to maintain accurate timekeeping, payroll, and employment records; failure to produce employment records (including, but not limited to, personnel files and pay records) upon request; failure to provide one days' rest in seven; failure to timely pay wages owed during employment and upon separation; failure to provide accurate itemized wage statements; failure to provide and maintain tools and equipment, including personal protective equipment; failure to provide potable water during employment; failure to establish, implement, and maintain a workplace violence and injury prevention plan; secretly paying employees less than the statutory rate; and requiring employees to release claims in exchange for payment, pursuant to the corresponding alleged violations of California Labor Code §§ 201, 202, 203, 204, 206, 206.5, 210, 218, 218.5, 218.6, 221, 222.5, 223, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 233, 234, 246 et seq. (including sections 246-249), 256, 432, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2441, 2698 et seq., 2699, 2699.3, 2699.5, 2800, 2802, 6317, 6401, 6401.7, 6401.9, 6402, and 6403; violations of California Business and Professions Code § 17200 et seq. in connection with the alleged Labor Code violations alleged (or that could be alleged based on the facts pled) in the Action; and violations of the California Wage Orders

4-2001, 9-2001, 16-2001, and all other applicable California Wage Orders and all related or corresponding federal law.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

The Aggrieved Employees and the State of California, to the extent permitted by law, shall be deemed by operation of the Final Approval Order and Judgment to be bound by the release of the released PAGA Claims during the PAGA Period as set forth in the Settlement Agreement.

Released "PAGA Claims" means, for the duration of the PAGA Period, claims for penalties under the PAGA that (a) arise from the facts, matters, transactions or occurrences alleged in the Action or that could have been alleged in the Action based on such facts; or (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the PAGA Notice Letter sent by Class Counsel to the LWDA pursuant to Labor Code section 2699.3 on or about May 22, 2023, and/or in the Amended PAGA Notice Letters sent by Plaintiff to the LWDA on or about August 25, 2023 and November 25, 2025. Without limiting the foregoing, and in addition to the foregoing, the PAGA Claims include claims premised on the alleged: failure to pay all wages owed and at the correct rate, including minimum, overtime, and double time wages; failure to calculate and pay the regular rate of pay; failure to pay reporting time pay; failure to pay vacation pay; failure to pay costs for mandatory drug tests and physical examinations; failure to reimburse for necessary business expenses (including, but not limited to, cell phones, uniforms, vehicles, mileage, tools, and laundering expenses); failure to provide meal periods or premium pay at the correct regular rate; failure to authorize and permit rest breaks or premium pay at the correct regular rate; failure to provide employees with heat recovery periods; failure to provide notice of available paid sick leave; failure to calculate and pay paid sick leave; failure to maintain accurate timekeeping, payroll, and employment records; failure to produce employment records (including, but not limited to, personnel files and pay records) upon request; failure to provide one days' rest in seven; failure to timely pay wages owed during employment and upon separation; failure to provide accurate itemized wage statements; failure to provide and maintain tools and equipment, including personal protective equipment; failure to provide potable water during employment; failure to establish, implement, and maintain a workplace violence and injury prevention plan; secretly paying employees less than the statutory rate; and requiring employees to release claims

in exchange for payment, pursuant to the corresponding alleged violations of California Labor Code §§ 201, 202, 203, 204, 206, 206.5, 210, 218, 218.5, 218.6, 221, 222.5, 223, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 233, 234, 246 et seq. (including sections 246-249), 256, 432, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2441, 2698 et seq., 2699, 2699.3, 2699.5, 2800, 2802, 6317, 6401, 6401.7, 6401.9, 6402, and 6403; violations of the California Wage Orders 4-2001, 9-2001, 16-2001, and all other applicable California Wage Orders and all related or corresponding federal law.

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Participating Class Member Payments. The Settlement Administrator will calculate Participating Class Member Payments by (a) dividing the Net Settlement Amount by the total number of pay periods worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of pay periods 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 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000.00) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee during the PAGA Period.
3. Pay Period Disputes. The number of Class pay periods you worked during the Class Period and the number of PAGA pay periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **INSERT DATE** to dispute the number of pay periods credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, postmarked on or before **INSERT DATE**. Section 9 of this Notice has the Settlement Administrator's contact information.

To be valid, a Pay Period Dispute must contain the following: (i) the Class Member's full name, current address, and signature; (ii) the Action name and case number; (iii) the number of pay periods the Class Member maintains is correct; and (iv) documentary evidence sufficient to prove that Defendants' calculation of the pay periods for the Class Member is incorrect. The Settlement Administrator will accept Defendants' calculation of pay periods based on Defendants' 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 Settlement Administrator will resolve Pay Period Disputes based on your submission and Defendants' response. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Settlement 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 Aggrieved Employees. The single check will combine the Participating Class Member Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class 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?

Submit a written and signed Opt-Out Request to the Settlement Administrator. A valid Opt-Out Request must: (i) contain the Class Member's full name, current address, and signature; (ii) the Action name and case number; (iii) a written request clearly expressing the Class Member's desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the Response Deadline. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by INSERT, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

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 Defendants are asking the Court to approve. At least 10 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting for the General Release 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. You can also view them on the Court's website, www.lacourt.org.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for 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 Settlement Administrator is INSERT.** Written objections to the Settlement must contain at least the following: (i) the objecting Class Member's full name, current address, and signature; (ii) a clear reference to the Action; (iii) a statement of the specific reasons why

the objector believes the Settlement is unfair or objects to the Settlement; and (iv) a statement of whether the objector intends to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. All objections shall be signed by the objecting Class Member or the Class Member's legally-authorized representative. Section 9 of this Notice has the Administrator's contact information.

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

8. 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 B of the Los Angeles Superior Court, located at 6230 Sylmar Ave., Van Nuys, CA 91401. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Settlement 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 (<https://www.cptgroup.com/case-list>) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything that Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the court website at www.lacourt.org. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below.

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

Class Counsel:

Name of Attorneys: David Alami, Daniel J. Hyun, and Shaheen Anthony Etemadi

Email Address: david@torusllp.com; daniel@torusllp.com; shawn@torusllp.com

Name of Firm: TORUS LLP

Mailing Address: 2 Park Plaza, Ste. 1260, Irvine, California 92614

Telephone: (949) 590-4122

Settlement Administrator:

Name of Company: CPT Group, Inc.

Email Address: info@cptgroup.com

Mailing Address: 50 Corporate Park, Irvine, CA 92606

Telephone: (800) 542-0900

Fax Number: (949) 419-3446

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement 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 will no longer receive a replacement 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.