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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

ANITA COLQUITT, on behalf of herself and all others similarly situated, and on behalf of the generic public, Plaintiffs, v. L AND R AUTO PARKS, INC., a California Corporation, and DOES 1 through 10, inclusive, Defendants.	Case No. 22STCV33395 **CLASS AND PAGA ACTION** [*Assigned for All Purposes to the Hon. Samantha P. Jessner, Dept. 7*] **SUPPLEMENTAL DECLARATION OF DANIEL F. GAINES IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Hearing Information: Date: November 23, 2026 Time: 10:00 a.m. Dept.: 7
DAVID RAMIREZ, on behalf of himself and others similarly situated, Plaintiffs, v. L AND R AUTO PARKS, INC., and DOES 1 through 100, inclusive, Defendants.	Case No. 23STCV09020 The Hon. Samantha P. Jessner, Dept. 7 Action Filed: 4/24/23 Trial Date: None Set

ANITA COLQUITT, on behalf of herself and all others similarly situated, and on behalf of the generic public, Plaintiffs, v. L AND R AUTO PARKS, INC., a California Corporation, and DOES 1 through 10, inclusive, Defendants.	Case No. 23STCV00285 The Hon. Samantha P. Jessner, Dept. 7 Action Filed: 01/05/2023 Trial Date: None Set
DAVID RAMIREZ, on behalf of himself and others similarly situated, Plaintiffs, v. L AND R AUTO PARKS, INC., and DOES 1 through 100, inclusive, Defendants.	Case No. 23STCV15194 The Hon. Samantha P. Jessner, Dept. 7 Action Filed: 6/29/2023 Trial Date: None Set
LATONYA CORBIN, on behalf of herself and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*, Plaintiff, v. LRW INVESTMENTS LLC, a California limited liability company, LRW CENTURY INVESTMENTS LLC, a California limited liability company, and DOES I through 10, inclusive, Defendants.	Case No. 23STCV20261 The Hon. Samantha P. Jessner, Dept. 7 Action Filed: 08/23/2023 Trial Date: None Set

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I, DANIEL F. GAINES, hereby declare and state as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Latonya Corbin ("Plaintiff") and proposed Class Counsel in this action. I have personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could and would do so competently.

Supplemental Submission in Response to the Court's Tentative Ruling:

2. I submit this supplemental declaration in further support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Motion"), which is set for hearing on November 23, 2026, and to address the issues identified in the Court's tentative ruling on the Motion.

3. On November 12, 2026, the Court issued its tentative ruling granting preliminary approval contingent on the parties addressing four issues. A true and correct copy of the Court's tentative ruling is attached hereto as **Exhibit A**.

4. After receiving the tentative ruling, counsel for all Parties promptly met and conferred and agreed on a First Amended Class Action and PAGA Settlement Agreement ("Amended Agreement") that addresses each issue identified by the Court. A true and correct copy of the Amended Agreement is attached hereto as **Exhibit B**. The amended Class Notice is attached to the Amended Agreement as its Exhibit A. A true and correct copy of a redline comparing the Amended Agreement and amended Class Notice to the original Class Action and PAGA Settlement Agreement and Class Notice is attached hereto as **Exhibit C**.

Issues Identified in the Tentative Ruling:

5. First, the Court asked that the releases refer to the operative Consolidated First Amended Class and Representative Action Complaint filed on June 22, 2026 ("Operative Complaint"). Paragraphs 5.1 through 5.3 of the Amended Agreement now refer to the Operative Complaint instead of the Operative Colquitt, Ramirez, and Corbin Complaints. The Operative Complaint is defined in paragraphs 1.1 and 1.31.1. We also confirmed that the code sections listed in the releases match those alleged in the Operative Complaint. Labor Code sections 6400, 6401, 6402, 6403, 6404, and 6407 and 8 CCR § 3202 are alleged only in the PAGA cause of action. As

a result, those sections were removed from the class release in paragraph 5.2 and remain in the PAGA release in paragraph 5.3. The release language in Sections III.9 and III.10 of the Class Notice was updated to match.

6. Second, the Court asked that the deadline to submit requests for exclusion, objections, and workweek disputes be at least 45 days after the Class Notice is mailed. Paragraph 1.44 of the Amended Agreement now sets the Response Deadline at 45 days, instead of 40 days.

7. Third, the Court asked that the typo in the Gross Settlement Amount in paragraph 3.1 be fixed. Paragraph 3.1 now correctly reads $600,000.00.

8. Fourth, the Court noted that the Class Notice said Defendants would fund the settlement within 30 days after final judgment, while paragraph 4.2 of the Agreement says 21 days. Section III.1 of the Class Notice now says 21 days, consistent with paragraph 4.2.

Conforming Changes and Corrections to the Class Notice:

9. The Parties also made a few conforming changes to reflect the consolidation of the Actions. New paragraph 1.31.1 defines the Operative Complaint and the claims it alleges. Paragraph 1.13, the definition of Class Representatives, now references the Operative Complaint. Paragraphs 2.1 and 2.5 now reflect the Court's June 15, 2026 order granting the Parties' Joint Stipulation to Consolidate Actions and the June 22, 2026 filing of the Operative Complaint.

10. While revising the Class Notice, the Parties also found and corrected a few clerical errors. Several places that describe the payments to Aggrieved Employees said "Individual Class Payment" instead of "Individual PAGA Payment," and those have been corrected. Section III.5 also said that funds from uncashed checks would go to a non-profit organization or foundation. It now says those funds will be sent to the California Controller's Unclaimed Property Fund in the Class Member's name, consistent with paragraphs 4.3.3 and 4.3.4 of the Agreement.

11. No other material terms of the settlement have changed. That includes the Gross Settlement Amount, the requested deductions, the Class and Aggrieved Employee definitions, and how Individual Class Payments and Individual PAGA Payments are calculated.

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Submission to the LWDA and Amended Proposed Order:

12. Concurrently with the filing of this declaration, my office is submitting the Amended Agreement and this supplemental declaration to the Labor and Workforce Development Agency ("LWDA") through the LWDA's online PAGA filing system, pursuant to Labor Code section 2699, subdivision (s)(2).

13. Plaintiffs are also filing an [Amended Proposed] Order with this declaration so that the Order matches the Amended Agreement, including the 45-day Response Deadline. A true and correct copy of a redline comparing the [Amended Proposed] Order to the original [Proposed] Order is attached hereto as **Exhibit D**.

14. Although the tentative ruling was e-served on November 12, 2026, a Microsoft service outage affected email delivery for several Parties. For example, my office did not receive the Case Anywhere service email of the tentative ruling until approximately 3:00 a.m. on November 13, 2026. On November 13, 2026, Counsel for all Parties promptly met and conferred and agreed upon the Amended Agreement. However, given the short time before the deadline for any supplemental filings, the Parties were unable to obtain all signatures before this filing. The Parties will endeavor to submit a fully executed copy of the Amended Agreement prior to the November 23, 2026 hearing.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on November 16, 2026 at Westlake Village, California.

Daniel F. Gaines

DANIEL F. GAINES

EXHIBIT A

E-Served: Nov 12 2026 11:32AM PST Via Case Anywhere

Preliminary Approval of Class Action Settlement
Department SSC-7
Hon. Samantha Jessner

Anita Colquitt v. L and R Auto Parks, Inc.
Case No.: 22STCV33395
Hearing: November 23, 2026

TENTATIVE RULING

GRANT preliminary approval contingent on the parties addressing the following:

1. At Settlement Agreement ¶¶5.1-5.3, references to releasing claims alleged "in the Operative Colquitt Complaints, the Operative Ramirez Complaints, and the Operative Corbin Complaints" should be updated to refer to the operative Consolidated First Amended Class and Representative Action Complaint instead. Ensure that the listed claims and code sections are consistent with those actually alleged in the operative consolidated FAC. Also, ensure the release language in the notice is also updated to match.

2. The deadline to submit requests for exclusion, written objections, and disputes to workweeks should be a date 45 or more days from the date on which notice is initially mailed. See Settlement Agreement ¶1.44.

3. At Settlement Agreement ¶3.1, fix the typo in the dollar amount of the GSA ("$600,0000").

4. The Notice at section III.1 states Defendants are to fund the settlement not more than 30 days after final judgment, which is inconsistent with the 21-day timeline described at Settlement Agreement ¶4.2. Please resolve.

Any amended or supplemental filings/pleadings must be filed five court days in advance of the hearing.

BACKGROUND

Plaintiffs Anita Colquitt, David Ramirez, and Latonya Corbin sue Defendants L and R Auto Parks, INC., LRW Investments, LLC, and LRW Century Investments, LLC (collectively "Defendant" or "Defendants"), for alleged wage and hour violations. Plaintiffs seek to represent a class of Defendant's current and former non-exempt employees.

On October 12, 2022, Plaintiff Colquitt filed her action entitled *Anita Colquitt v. L and R Auto Parks, Inc*., Case No. 22STCV33395. On January 5, 2023, Plaintiff Colquitt filed a PAGA action, Case No. 23STCV00285.

On April 24, 2023, Plaintiff Ramirez filed his putative class action entitled *Ramirez v. L&R Auto Parks, Inc*., Case No. 23STCV09020. On June 29, 2023, Plaintiff Ramirez filed a separate PAGA representative action, Case No. 23STCV15194.

On August 23, 2023, Plaintiff Corbin filed her action entitled *Corbin v. LRW Investments LLC*, et al., Case No. 23STCV20261 against LRW Investments LLC and LRW Century Investments.

For settlement purposes, the Parties agreed to consolidate Plaintiffs' respective actions into one Consolidated First Amended Class and Representative Action Complaint, filed on June 22, 2026. It alleges the following causes of action against Defendants: (1) failure to pay all wages due, in violation of Labor Code §§ 226.7, 246, 510, 512, 1194, 1194.2, and 1197; (2) failure to provide compliant meal periods or compensation in lieu thereof, in violation of Labor Code §§ 226.7 and 512; (3) failure to provide compliant rest periods or compensation in lieu thereof, in violation of Labor Code § 226.7; (4) failure to reimburse all business-related expenses, in violation of Labor Code § 2802; (5) failure to comply with itemized employee wage statement provisions, in violation of Labor Code § 226(a), (e); (6) failure to timely pay wages due at separation of employment, in violation of Labor Code §§ 201, 202, and 203; (7) unfair competition, in violation of Business and Professions Code §§ 17200, et seq.; and (8) civil penalties pursuant to PAGA, in violation of Labor Code §§ 2698 et seq. for violations of Labor Code §§ 201, 202, 203, 204, 204(a)-(d), 210, 218, 218.5, 218.6, 222, 226, 226(a)–(j), 226.3, 226.6, 226.7, 227, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2802, 6400, 6401, 6402, 6403, 6404, and 6407, and 8 CCR § 3202 and pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 210, 226.3, and 558.

On September 9, 2025, Defendants and Plaintiffs Colquitt and Ramirez participated in a private mediation with mediator David Phillips, which did not result in settlement. On November 18, 2025, all Parties – Defendants, and Plaintiffs Colquitt, Ramirez, and Corbin – participated in an all-day mediation presided over by the Hon. James L. Crandall (Orange County Superior Court, Ret.), which ultimately resulted in settlement. The terms of settlement were finalized in the long-form *Class Action and PAGA Settlement Agreement* ("Settlement Agreement"), a copy of which is attached to the Declaration of Malcolm Clayton ("Clayton Decl.") as Exhibit 1.

Now before the Court is the Motion for Preliminary Approval of the Settlement.

SETTLEMENT CLASS DEFINITION

- "Class" means all non-exempt employees employed by any Defendant in California during the Class Period. (¶1.5)
- "Class Period" means the period from October 12, 2018 to the date of preliminary approval. (¶1.12)
- "Aggrieved Employee" means a non-exempt employee employed by any Defendant in California during the PAGA Period. (¶1.4)
- "PAGA Period" means the period from November 1, 2021 to the date of preliminary approval. (¶1.33)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount ("GSA") is **$600,000**, non-reversionary. (¶3.1)

    - Escalator Clause: Based on a review of its records, as of November 18, 2025, Defendants estimate there are approximately 806 Class Members who collectively worked a total of 90,004 Workweeks, and approximately 407 Aggrieved Employees who worked a total of 44,461 of PAGA Pay Periods. If at the time of preliminary approval, the total Workweeks (as contained in the Class Data) increase by more than 10%, then the Gross Settlement Amount shall increase proportionally for the Workweeks exceeding the 10% buffer. For example, if the number of Workweeks increases by 11% through the Class Period, the Gross Settlement Amount shall increase by 1%. (¶8)
- The Net Settlement Amount ("Net") (**$270,000**) is the GSA minus the following:
    - Up to **$200,000** (33 1/3%) for attorney fees (¶3.2.2);
    - Up to **$45,000** for litigation costs (*Ibid.*);
    - Up to **$30,000 total [$10,000 each]** for a Service Payment to each Named Plaintiff (¶3.2.1);
    - Up to **$15,000** for settlement administration costs (¶3.2.3); and
    - Payment of **$40,000** PAGA penalty (75% or $30,000 to the LWDA). (¶3.2.5)
- Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)
- There is no claim form requirement. (¶3.1)
- Individual Settlement Payment Calculation: Each Participating Class Member will receive an Individual Class Payment, which the Administrator shall calculate by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (¶3.2.4) Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. (¶3.2.4.2)
    - PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($10,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. (¶3.2.5.1)
    - Tax Allocation**:** Each Participating Class Member's Individual Class Payments will be allocated as follows: 50% as wages, 50% as interest and penalties. (¶3.2.4.1) The Administrator will report Individual PAGA Payments on IRS 1099 Forms. (¶3.2.5.2)
- Response Deadline**:** "Response Deadline" means 40 days after the Administrator mails the Class Notice, or as otherwise ordered by the Court, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion, (b) fax, email or mail objections to the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks or PAGA Pay Periods allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14

calendar days beyond the Response Deadline. (¶1.44) The same deadline applies to the submission of workweek disputes. (¶7.6)
    - If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 7% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. (¶8.1)
- Funding of Settlement**:** Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay their share of payroll taxes, by transmitting the funds to the Administrator no later than 21 days after the Effective Date. (¶4.2)
- Disbursement: Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. (¶4.3)
- Uncashed Settlement Checks: The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. (¶4.3.1) For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b). (¶4.3.3) For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b). (¶4.3.4)
- The settlement administrator will be Phoenix Settlement Administrators. (¶1.2)
- The proposed Settlement Agreement was submitted to the LWDA on September 2, 2026. (Clayton Decl., Exhibit 2.)
- Participating class members and the named Plaintiffs will release certain claims against Defendant. (See further discussion below)

ANALYSIS OF SETTLEMENT AGREEMENT

1. Does a presumption of fairness exist?

1. Was the settlement reached through arm's-length bargaining? On September 9, 2025, Defendants and Plaintiffs Colquitt and Ramirez participated in a private mediation with mediator David Phillips, which did not result in settlement. On November 18, 2025, all Parties – Defendants, and Plaintiffs Colquitt, Ramirez, and Corbin – participated in an all-day mediation presided over by the Hon. James L. Crandall (Orange County Superior Court, Ret.), which ultimately resulted in settlement. (Clayton Decl., ¶8.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Class Counsel represents that the Parties engaged in informal discovery exchange where Plaintiffs' counsel and Plaintiffs' counsel's expert reviewed and analyzed the following: time records, pay records, and information relating to the size and scope of the Class and PAGA group, as well as data permitting Plaintiffs to fully understand the nature and scope of the allegations in the Actions. (*Id.* at ¶9.)

3. Is counsel experienced in similar litigation? Class Counsel is experienced in class action litigation, including wage and hour class actions. (*Id.* at ¶39; Declaration of Daniel F. Gaines, Exhibit A; Declaration of Roman Otkupman, ¶6.)

4. What percentage of the class has objected? This cannot be determined until the fairness hearing. See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, ("Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing.").

CONCLUSION: The settlement is entitled to a presumption of fairness.

2. Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiffs' case. "The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Here, Class Counsel has provided information, summarized below, regarding the estimated values of the class claims alleged:

Violation	**Maximum Exposure**	**Realistic Exposure**
Unpaid Wages	$92,929.28	$27,878.78
Meal Break Violations	$1,109,039.58	$332,711.87
Rest Break Violations	$9,353,436.12	$2,806,030.84
Wage Statement Violations	$3,224,000.00	$644,800.00
Waiting Time Penalties	$1,479,390.19	$295,878.04
Reimbursement Claim	$450,020.00	$135,006.00
PAGA Penalties	$5,817,911.15	$1,743,371.14
Total	**$21,526,726.32**	**$5,985,676.67**

(Clayton Decl., ¶¶15-38.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc*. (2010) 180 Cal.App.4th 1213, 1226 ("Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.").)

4. Amount offered in settlement. Class Counsel obtained a $600,000 non-reversionary settlement. This is approximately 2.8%-10% of Plaintiffs' potential recovery which, given the uncertain outcomes, is within the "ballpark" of reasonableness.

The settlement amount, if reduced by the requested deductions, leaves approximately $270,000 to be divided among approximately 806 class members. Assuming full participation, the resulting payments will average approximately $334.98 per class member.

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the fairness hearing.

CONCLUSION: The settlement will be preliminarily deemed "fair, adequate, and reasonable."

3. Scope of the release

Releases of Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows: (¶5)

- Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Colquitt Complaints, the Operative Ramirez Complaints, and the Operative Corbin Complaints, including, at a minimum, any and all claims arising out of the facts and allegations in these documents that are alleged to have occurred during the Class Period, and any and all claims arising under Labor Code §§ 201, 202, 203, 204, 204(a)-(d), 210, 218, 218.5, 218.6, 222, 226, 226(a) –(j), 226.3, 226.7, 227, 227.3, 246, 510, 512, 558, 1174, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2802, 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202, and Cal. Bus. & Prof. Code §§ 17200, et seq., and all applicable Wage Orders, including Wage Orders 5 and 9. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any claims for vested benefits, wrongful termination, violations of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period. (¶5.2)
- Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims

for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Colquitt Complaints, the Operative Ramirez Complaints, and the Operative Corbin Complaints or any of their respective PAGA Notices that are alleged to have occurred during the PAGA Period including, but not limited to, any and all claims arising under Labor Code §§ 201, 202, 203, 204, 204(a)-(d), 210, 218, 218.5, 218.6, 222, 226, 226(a)-(j), 226.3, 226.6, 226.7, 227, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1197.2, 1198, 1199, 2802, 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202, Cal. Bus. & Prof. Code §§ 17200, et seq., 2698, et seq., § 2699, et seq., and all applicable Wage Orders, including Wage Orders 5 and 9. (¶5.3)

  - "PAGA Notice" means Plaintiff Anita Colquitt's October 7, 2022 PAGA notice, Plaintiff David Ramirez' April 24, 2023 PAGA notice, and Latonya Corbin's June 16, 2023 PAGA notice to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a). (¶1.35)

- "Released Parties" means each Defendant, and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, current, former, and future affiliates, parent companies, holding companies, and each of their respective past and present owners, shareholders, members, operators, partners, insurers, reinsurers, vendors, trustees, franchisors, franchisees, payroll service providers, paystub providers, legal representatives, attorneys, accountants, employees, independent contractors, lessors, and agents. (¶1.42)
- Named Plaintiffs will also provide a general release and CC § 1542 waiver. (¶¶5.1-5.1.1)

4. May conditional class certification be granted?

1. Standards

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk* at 1807, fn 19.) Finally, the Court is under no "ironclad requirement" to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba* at 240.)

2. Analysis

a. Numerosity. There are approximately 806 class members. (Clayton Decl., ¶14.) This element is met.

b. Ascertainability. The proposed class is defined above. The class definition is "precise, objective and presently ascertainable." (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) The class members are identifiable from Defendant's records. (Clayton Decl., ¶14.)

c. Community of interest. "The community of interest requirement involves three factors: '(1) predominant common questions of law or fact; (2) class representatives with

claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.'" (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

As to commonality, Plaintiffs allege that common questions of law and fact include, but are not limited to: 1. Whether Defendants failed to pay all wages due for all hours worked, including minimum wages and overtime wages; 2. Whether Defendants failed to provide the Class Members compliant meal and rest periods and pay premium wages for missed or non-compliant meal and rest periods; 3. Whether Defendants failed to reimburse Class Members for all necessary business-related expenses; 4. Whether Defendants failed to provide the Class Members complete and accurate wage statements; 5. Whether Class Members are entitled to waiting time penalties for Defendants' failure to timely pay all wages upon separation of employment; and 6. Whether Defendants violated Business and Professions Code section 17200. (Memo ISO Prelim at 26:14-24.)

As to typicality, Plaintiffs allege that they suffered the same alleged violations (e.g., failure to pay all wages due, failure to provide compliant meal and rest periods and pay premium wages for non-compliant meal and rest periods, failure to reimburse business-related expenses, failure to provide complete and accurate wage statements, and failure to timely pay all wages due upon separation of employment) as the Settlement Class as a whole did and, thus, the claims of the named Plaintiffs fairly represent the claims of the Settlement Class as a whole. (*Id.* at 25:26-26:4.)

As to adequacy, each Plaintiff represents that he or she is aware of the duties and risks of serving as class representative and has participated in the litigation. (Declarations of Anita Colquitt, David Ramirez, LaTonya Corbin.)

d. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

e. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

CONCLUSION: The class will be conditionally certified since the prerequisites of class certification have been satisfied.

5. Is the notice proper?

1. Content of class notice. The proposed notice is attached to the Settlement Agreement. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; the proposed deductions from the gross settlement amount (attorney fees and costs, enhancement awards, and administration costs); the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

Notice will be given in English and Spanish. (¶1.11)

2. Method of class notice.

Not later than thirty (30) days after the Court grants Preliminary Approval, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. (¶7.4.1) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the

Class Data, via first-class USPS mail, the Class Notice, with a Spanish translation. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. (¶7.4.2)

Not later than 7 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. (¶7.4.3)

The deadline for Class Members' written objections, challenges to Workweeks, PAGA Pay Periods, and Requests for Exclusion will be extended for Class Members whose notices are re-mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline. (¶7.4.4) Notice of Final Judgment will be posted on the Settlement Administrator's website. (¶7.8.1)

3. Cost of class notice. As indicated above, settlement administration costs are estimated not to exceed **$15,000.** Prior to the time of the final fairness hearing, the administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

6. Attorney fees and costs

CRC rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action."

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc*. (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable." (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **$200,000** (33 1/3%) in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

Fee Split: Class Counsel entered into a Joint Prosecution Agreement ("JPA") consented to in writing by all Plaintiffs. Pursuant to the JPA, Class Counsel shall share the attorneys' fees recovered in the following proportions: 33-1/3% to Gaines & Gaines, APLC (with 6-2/3% apportioned to Law Offices of Alex P. Katofsky, APC [former Of Counsel for Gaines & Gaines,

APLC], and 26-2/3% apportioned to Gaines & Gaines, APLC); 33-1/3% to Otkupman Law Firm; and 33-1/3% to Lavi & Ebrahimian, LLP. (Gaines Decl., ¶17.)

Class Counsel should also be prepared to justify the costs sought (capped at **$45,000**) by detailing how they were incurred.

7. Incentive Award

The Settlement Agreement provides for an enhancement award of up to **$10,000** to each named Plaintiff. In connection with the final fairness hearing, named Plaintiffs each must submit a declaration attesting to why he or she should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he or she "should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class." (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than *pro forma* claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiff, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit . . . .'" (*Id.* at 806-807, italics and ellipsis in original.) The Court will decide the issue of the enhancement awards at the time of final approval.

EXHIBIT B

FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This First Amended Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Anita Colquitt, David Ramirez, and Latonya Corbin ("Plaintiffs"), on the one hand, and defendants L & R Auto Parks, Inc., LRW Investments LLC, and LRW Century Investments, LLC ("Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party." This Agreement amends, restates, and supersedes in its entirety the Class Action and PAGA Settlement Agreement fully executed by the Parties as of April 3, 2026, and is entered into to address the issues identified in the Court's November 12, 2026 tentative ruling on Plaintiffs' Motion for Preliminary Approval.

1. DEFINITIONS.

1.1. "Action" means the Plaintiffs' various lawsuits alleging wage and hour violations against Defendants captioned *Colquitt v. L&R Auto Parks, Inc.,* Los Angeles County Superior Court, Case No. 22STCV33395 ("Colquitt I"), *Colquitt v. L&R Auto Parks, Inc.,* Los Angeles County Superior Court, Case No. 23STCV00285 ("Colquitt II"), *Ramirez v. L&R Auto Parks, Inc.,* Los Angeles County Superior Court, Case No. 23STCV09020 ("Ramirez I"), *Ramirez v. L&R Auto Parks, Inc.*, Los Angeles County Superior Court, Case No. 23STCV15194 ("Ramirez II"), and *Corbin v. LRW Investments LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV20261 ("Corbin") initiated on October 12, 2022, January 5, 2023, April 24, 2023, June 29, 2023, and August 23, 2023, respectively (collectively, the "Actions"). The Actions are all currently pending before the Los Angeles Superior Court. Pursuant to the Parties' Joint Stipulation to Consolidate Actions and the Court's order thereon, the Actions were consolidated for settlement purposes only, with Case No. 22STCV33395 as the lead case, and on June 22, 2026, Plaintiffs filed the Consolidated First Amended Class and Representative Action Complaint in Case No. 22STCV33395 (the "Operative Complaint").

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means a non-exempt employee employed by any Defendant in California during the PAGA Period.

1.5. "Class" means all non-exempt employees employed by any Defendant in California during the Class Period.

1.6. "Class Counsel" means Gaines & Gaines, APLC, Otkupman Law Firm, A Law Corporation, and Lavi & Ebrahimian, LLP.

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

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1.8. "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Address Search" means the Administrator's investigation and search for current Class Member or Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members or Aggrieved Employees.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from October 12, 2018 to the date of preliminary approval.

1.13. "Class Representatives" means the named Plaintiffs in the operative complaints in the Actions, and the Operative Complaint, seeking Court approval to serve as class representatives, namely Anita Colquitt, David Ramirez, and Latonya Corbin.

1.14. "Class Representative Service Payments" means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.

1.15. "Court" means the Superior Court of California, County of Los Angeles.

1.16. "Defendants" means L & R Auto Parks, Inc., LRW Investments LLC, and LRW Century Investments, LLC.

1.17. "Defense Counsel" means Wood Smith Henning & Berman LLP.

1.18. "Effective Date" means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Gross Settlement Amount" means $600,000 (Six Hundred Thousand Dollars) which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8 below and excluding employer tax obligations associated with wage payments made under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment. Defendants shall be jointly and severally liable for payment of the Gross Settlement Amount.

1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

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1.23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.25. "LWDA" means the California Labor and Workforce Development Agency.

1.26. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

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

1.28. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29. "Operative Colquitt Complaints" means the class action complaint filed in Los Angeles Superior Court, Case No. 22STCV33395 filed by Anita Colquitt, on behalf of herself and all others similarly situated, filed on October 12, 2022, alleging the failure to pay all wages in violation of Labor Code Sections 510, 1194, and 1194.2, the failure to authorize or permit meal periods in violation of Labor Code Sections 512, 558 and 226.7, the failure to authorize or permit rest periods in violation of Labor Code Sections 512, 558 and 226.7, the knowing and intentional failure to provide accurate itemized wage statements in violation of Labor Code Section 226(a), (e), and 1174(d), the failure to timely pay wages due at termination, in violation of Labor Code Sections 201, 202, and 203, the failure to timely pay employees in violation of Labor Code Section 204(a), (b), the failure to reimburse business expenses in violation of Labor Code Section 2802, the failure to pay for all hours worked, including overtime hours worked, in violation of Labor Code Sections 210, 218, and 222, the failure to provide a place of employment that is safe and healthful in violation of Labor Code Sections 6400, 6401, 6403, 6404, 6407, and 8 CCR 3202, and unfair business practices in violation of Business and Professions Code Section 17200, *et seq*. It shall also mean the separately filed PAGA action filed by Anita Colquitt, on behalf of herself and all others similarly situated in Los Angeles Superior Court, Case No. 23STCV00285, alleging penalties pursuant to Labor Code Section 2699(f) for violations of Labor Code Sections 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204(a), (b), 2802, 210, 218, 222, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202, and 17200.

1.30. "Operative Ramirez Complaints" means the class action complaint filed in Los Angeles Superior Court, Case No. 23STCV09020 filed by David Ramirez on behalf of himself and all others similarly situated, filed on April 24, 2023, alleging the failure to pay wages for all hours worked at minimum wage in violation of Labor Code 1194 and 1197, the failure to pay overtime wages for daily overtime worked in violation of Labor Code Sections 510 and 1194, the failure to authorize or permit meal periods in violation of Labor Code Sections 512 and 226.7, the failure to authorize or permit rest periods in violation of Labor Code Section 226.7, the failure to provide complete and accurate wage statements in violation of Labor Code Section 226, the failure to timely pay all earned wages and final paychecks due at the time of separation of employment, in violation of Labor Code sections 201, 202, and 203, and unfair business practices, in violation of Business and Professions Code Sections 17200, et seq. It shall also mean the separately filed PAGA action filed by David Ramirez, on behalf of himself and all others similarly situated in Los Angeles

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Superior Court, Case No. 23STCV15194, alleging civil penalties for wage and hour violations section 2698(f).

1.31. "Operative Corbin Complaint" means the PAGA action filed by Latonya Corbin in the Los Angeles Superior Court, Case No. 23STCV20261 on August 23, 2023, on behalf of herself and all "aggrieved employees" alleging civil penalties under Labor Code Section 2699(f) for violations of Labor Code Sections 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1174, 1174.5, 1194, 1198, 2699(a), 226.3, and 558.

1.31.1 "Operative Complaint," as defined in Paragraph 1.1, means the Consolidated First Amended Class and Representative Action Complaint filed in Los Angeles Superior Court, Case No. 22STCV33395, by Anita Colquitt, Latonya Corbin, and David Ramirez, on behalf of themselves, all others similarly situated, and all aggrieved employees, on June 22, 2026, alleging the failure to pay all wages due in violation of Labor Code Sections 226.7, 246, 510, 512, 1194, 1194.2, and 1197, the failure to provide compliant meal periods or compensation in lieu thereof in violation of Labor Code Sections 226.7 and 512, the failure to provide compliant rest periods or compensation in lieu thereof in violation of Labor Code Section 226.7, the failure to reimburse all business-related expenses in violation of Labor Code Section 2802, the failure to comply with itemized employee wage statement provisions in violation of Labor Code Section 226(a) and (e), the failure to timely pay wages due at separation of employment in violation of Labor Code Sections 201, 202, and 203, unfair competition in violation of Business and Professions Code Sections 17200, et seq., as well as for claims pursuant to Labor Code §§ 204, 210, 218, 218.5, 222, 226.3, 227, 227.3, 558, 1174, 1174.5, 1197.1, 1197.2, 1198.5, and 1199 (as alleged at Paragraph 3 of the Operative Complaint), and civil penalties pursuant to Labor Code Section 2698, et seq. for violations of Labor Code Sections 201, 202, 203, 204, 204(a)-(d), 210, 218, 218.5, 218.6, 222, 226, 226(a)-(j), 226.3, 226.6, 226.7, 227, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2802, 6400, 6401, 6402, 6403, 6404, and 6407, and 8 CCR 3202, and pursuant to Labor Code Section 2699(a) for violations of Labor Code Sections 210, 226.3, and 558. The Operative Complaint consolidates the Operative Colquitt Complaints, the Operative Ramirez Complaints, and the Operative Corbin Complaint for settlement purposes only.

1.32. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for any Defendant as a non-exempt employee in California for at least one day during the PAGA Period.

1.33. "PAGA Period" means the period from November 1, 2021 to the date of preliminary approval.

1.34. "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.35. "PAGA Notice" means Plaintiff Anita Colquitt's October 7, 2022 PAGA notice, Plaintiff David Ramirez' April 24, 2023 PAGA notice, and Latonya Corbin's June 16, 2023 PAGA notice to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

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

1.37. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38. "Plaintiffs" means Anita Colquitt, David Ramirez, and Latonya Corbin, the named plaintiffs in the Actions.

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1.39. "Preliminary Approval" means the Court's order granting preliminary approval of the Class Settlement.

1.40. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.42. "Released Parties" means each Defendant, and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, current, former, and future affiliates, parent companies, holding companies, and each of their respective past and present owners, shareholders, members, operators, partners, insurers, reinsurers, vendors, trustees, franchisors, franchisees, payroll service providers, paystub providers, legal representatives, attorneys, accountants, employees, independent contractors, lessors, and agents.

1.43. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44. "Response Deadline" means 45 days after the Administrator mails the Class Notice, or as otherwise ordered by the Court, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion, (b) fax, email or mail objections to the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks or PAGA Pay Periods allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline.

1.45. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.46. "Workweek" means any week during which a Class Member worked as a non-exempt employee for any Defendant in California for at least one day during the Class Period.

2. RECITALS.

2.1 On October 12, 2022, January 5, 2023, April 24, 2023, June 29, 2023, and August 23, 2023, Plaintiffs commenced their respective Actions by filing complaints alleging causes of action against Defendants for alleged violations of Labor Code §§ 226, 226(a) –(j), 226.3, 226.7, 512, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 226, 1174, 1174.5, 201, 202, 203, 204, 222, 227.3, 246, 2802, 210, 218, 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202, and § 2698, *et seq*., Cal. Bus. & Prof. Code §§ 17200, *et seq*., and claims for civil penalties arising under PAGA. The Plaintiffs filed the Operating Colquitt Complaint, the Operating Ramirez Complaint, and the Operating Corbin Complaint.

The Parties entered into a Joint Stipulation to Consolidate Actions for settlement approval purposes only, which the Court granted on June 15, 2026. On June 22, 2026, Plaintiffs filed the Operative Complaint, which is now the operative pleading in the consolidated Action.

Defendants deny the allegations in the Operative Colquitt Complaints, Operative Ramirez Complaints, the Operative Corbin Complaint, and the Operative Complaint, deny any failure to comply with the laws identified in the complaints and deny any and all liability for the causes of action alleged. Moreover, Defendants contend that Plaintiff Colquitt's PAGA complaint is time-barred. She did not file her complaint until January 5, 2023, more than one year and sixty-

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five days following her separation from employment which ended on October 12, 2021.She filed her notice to the LWDA 360 days following her separation but failed to file her complaint within the statutory timeframe. Plaintiffs dispute this.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs Ramirez and Corbin gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 On November 18, 2025, the Parties participated in an all-day mediation presided over by the Hon. James L. Crandall (Orange County Superior Court, Ret.). After extensive arms-length negotiations, the Parties reached a settlement of the Actions as further detailed in this Agreement. This mediation followed a previously failed mediation on September 9, 2025 (with David Phillips) that was nonetheless attempted between Defendants and Plaintiffs Colquitt and Ramirez.

2.4 Before mediation, Plaintiffs obtained through informal discovery, relevant documents and information, including time and pay records of the employees, together with applicable policy documents, rendering Plaintiffs' investigation sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kull*

2.5 Following mediation, and for the sole purposes of facilitating the settlement, the Parties agreed to consolidate the Operative Colquitt Complaints, the Operative Ramirez Complaints, and the Operative Corbin Complaint (the "Actions"). Pursuant to the Joint Stipulation to Consolidate Actions and the Court's June 15, 2026 order thereon, the Actions were consolidated before Department SSC-7 of the Los Angeles Superior Court, with Case No. 22STCV33395 as the lead case, and the Operative Complaint is the operative and controlling pleading for purposes of this Settlement.

2.6 The Court has not granted class certification in any of the Actions.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as provided by Paragraph 8 below, Defendants jointly and severally promise to pay $600,000.00 (Six Hundred Thousand Dollars) and no more, as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph 4.2. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1 To Each Plaintiff: Class Representative Service Payments of not more than Ten Thousand Dollars ($10,000) each (in addition to any Individual Class Payment and any Individual PAGA Payment, each Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that does not exceed this amount. As part of the Motion for Final Approval, Plaintiffs will seek Court approval for any Class Representative Service Payments. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs each respectively assume full responsibility and liability for employee taxes owed on their respective Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (33-1/3%) of the Gross Settlement Amount, which is currently estimated to be $200,000, and a Class Counsel Litigation Expenses Payment of not more than $45,000 in total. Defendants will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiffs and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $15,000 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than $15,000, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1 Tax Allocation of Individual Class Payments. 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-

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2 Form. 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $40,000 to be paid from the Gross Settlement Amount, with 75% ($30,000) allocated to the LWDA PAGA Payment and 25% ($10,000) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($10,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Size Estimates. Based on a review of its records, as of November 18, 2025, Defendants estimate there are approximately 806 Class Members who collectively worked a total of 90,004 Workweeks, and approximately 407 Aggrieved Employees who worked a total 44,461 of PAGA Pay Periods.

4.2 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay their share of payroll taxes, by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Paym1ent and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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4.3.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.3.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.3.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

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

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

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5.1 Plaintiffs' Releases. Plaintiffs and Plaintiffs' respective former and present representatives, agents, attorneys, administrators, successors and assigns, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to:

(a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, and Plaintiffs' PAGA Notices. ("Plaintiffs' Releases.") Plaintiffs' Releases does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

Upon Defendants fulfilling their payment obligations, Plaintiffs agree to release in exchange for the consideration provided in this Agreement a comprehensive release of all known and unknown claims by Plaintiffs.

5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Releases, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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

5.2 Release by Participating Class Members:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint, including, at a minimum, any and all claims arising out of the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period, and any and all claims arising under Labor Code §§ 201, 202, 203, 204, 204(a)-(d), 210, 218, 218.5, 218.6, 222, 226, 226(a) –(j), 226.3, 226.7, 227, 227.3, 246, 510, 512, 558, 1174, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2802, and Cal. Bus. & Prof. Code §§ 17200, *et seq*., and all applicable Wage Orders, including Wage Orders 5 and 9. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any claims for vested benefits, wrongful termination, violations of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period.

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5.3 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint or the PAGA Notices that are alleged to have occurred during the PAGA Period including, but not limited to, any and all claims arising under Labor Code §§ 201, 202, 203, 204, 204(a)-(d), 210, 218, 218.5, 218.6, 222, 226, 226(a)-(j), 226.3, 226.6, 226.7, 227, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1197.2, 1198, 1199, 2802, 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202, Cal. Bus. & Prof. Code §§ 17200, *et seq*., 2698, *et seq*., § 2699, *et seq*., and all applicable Wage Orders, including Wage Orders 5 and 9.

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

6.1 Defendants' Declaration in Support of Preliminary Approval. Within twenty (20) days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator (if applicable). In their declarations, Defense Counsel and Defendants shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the Agreement showing all modifications made to the Los Angeles Superior Court's Model Agreement; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their declarations, Plaintiffs and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

7.4 Notice to Class Members.

7.4.1 Not later than thirty (30) days after the Court grants Preliminary Approval, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.

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7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice, with a Spanish translation, if applicable, substantially in the form attached to this Agreement as Exhibit 1. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and Individual PAGA Payment (if applicable) payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 7 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadline for Class Members' written objections, challenges to Workweeks, PAGA Pay Periods, and Requests for Exclusion will be extended for Class Members whose notices are re-mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's

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determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice, or as otherwise ordered by the Court. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks/PAGA Pay Periods. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Workweeks is final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

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

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

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

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

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

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

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of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on a review of its records, as of November 18, 2025, Defendants estimate there are approximately 806 Class Members who collectively worked a total of 90,004 Workweeks, and approximately 407 Aggrieved Employees who worked a total of 44,461 of PAGA Pay Periods. If at the time of preliminary approval, the total Workweeks (as contained in the Class Data) increase by more than 10%, then the Gross Settlement Amount shall increase proportionally for the Workweeks exceeding the 10% buffer. For example, if the number of Workweeks increases by 11% through the Class Period, the Gross Settlement Amount shall increase by 1%.

8.1 Defendants' Right to Withdraw. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 7% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 15 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for

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purposes of (i) enforcing this Agreement or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

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

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

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

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement, nor any document referred to or contemplated herein, nor any statements, discussions, or communications, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever; nor is it intended or should be construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. Defendants contend that other than for the purpose of settlement, the Actions are not appropriate for class treatment. If for any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, Defendants reserve all available defenses to the claims in the Action. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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11.2 Confidentiality Before Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an valid inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

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

11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts in good faith to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.

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

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11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

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

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

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

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants unless, before the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

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To Plaintiff Latonya Corbin:
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Facsimile: (619) 849-4950

11.18 Execution in Counterparts. This Agreement may be executed in one or more

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counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Anita Colquitt

Plaintiff Anita Colquitt

Date: 11 / 16 / 2026

Roman Otkupman

Counsel for Anita Colquitt
Otkupman Law Firm

Date: 11 / 16 / 2026

Latonya Corbin

Plaintiff Latonya Corbin

Date: 11 / 16 / 2026

Daniel F. Gaines

Counsel for Latonya Corbin
Gaines & Gaines, APLC

Date: 11/16/2026

Plaintiff David Ramirez

Date:

Counsel for David Ramirez
Lavi & Ebrahimian, LLP

Date:

Mark Funk on behalf of L & R Auto Parks, Inc., LRW Investments LLC, and LRW Century Investments LLC

Date:

Counsel for L & R Auto Parks, Inc., LRW Investments LLC, and LRW Century Investments LLC
Wood, Smith, Henning & Berman LLP

Date:

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_____
Plaintiff Anita Colquitt

Date:

_____
Counsel for Anita Colquitt
Otkupman Law Firm

Date:

_____
Plaintiff Latonya Corbin

Date:

_____
Counsel for Latonya Corbin
Gaines & Gaines, APLC

Date:

_____
Plaintiff David Ramirez

Date:

Joseph Lavi
_____
Counsel for David Ramirez
Lavi & Ebrahimian, LLP

Date: 11/16/2026

_____
Mark Funk on behalf of L & R Auto Parks, Inc., LRW Investments LLC, and LRW Century Investments LLC

Date:

_____
Counsel for L & R Auto Parks, Inc., LRW Investments LLC, and LRW Century Investments LLC
Wood, Smith, Henning & Berman LLP

Date:

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_____
Plaintiff Anita Colquitt

Date:

_____
Counsel for Anita Colquitt
Otkupman Law Firm

Date:

_____
Plaintiff Latonya Corbin

Date:

_____
Counsel for Latonya Corbin
Gaines & Gaines, APLC

Date:

_____
Plaintiff David Ramirez

Date:

_____
Counsel for David Ramirez
Lavi & Ebrahimian, LLP

Date:

Signed by:
Mark Funk
90A767FC21324CB...
_____
Mark Funk on behalf of L & R Auto Parks, Inc., LRW Investments LLC, and LRW Century Investments LLC

Date: 11/16/2026

_____
Counsel for L & R Auto Parks, Inc., LRW Investments LLC, and LRW Century Investments LLC
Wood, Smith, Henning & Berman LLP

Date:

EXHIBIT A

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

Colquitt v. L&R Auto Parks, Inc. Case No. 22STCV33395, *Colquitt v. L&R Auto Parks, Inc.* Case No. 23STCV00285, *Ramirez v. L&R Auto Parks, Inc.* Case No. 23STCV09020, *Ramirez v. L&R Auto Parks, Inc.* Case No. 23STCV15194, and *Corbin v. LRW Investments LLC, et al.*, Case No. 23STCV20261

The Superior Court for the State of California, County of Los Angeles, 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 L & R Auto Parks, Inc., LRW Investments LLC, and LRW Century Investments, LLC ("L&R") for alleged wage and hour violations. The Action was filed by former employees of L & R and seeks payment of (1) back wages for a class of hourly employees ("Class Members") who worked for L&R from October 12, 2018 to _____ (the "Class Period"); and (2) civil penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for L&R from November 1, 2021 to _____ (the "PAGA Period") ("Aggrieved Employees").

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

Based on L&R's records, and the parties' current assumptions, **your Individual Class Payment is estimated to be $[XX] (less withholding) and your Individual PAGA Payment is estimated to be $[XX]**. 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 L&R's records you are not eligible for an Individual PAGA Payment under the settlement because you didn't work during the PAGA Period.)

The above estimates are based on L&R's records showing that **you worked [XX] workweeks** during the Class Period and **you worked [XX] pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period, you can submit a challenge by the deadline date. See Section IV of this Notice.

The Court has already preliminarily approved the proposed settlement and approved this notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the final approval hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires L&R to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against L&R.

If you worked for L&R during the Class Period and/or the PAGA Period, you have two basic options under the settlement:

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(1) **Do Nothing**. You don't have to do anything to participate in the proposed settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a participating class member, though, you will give up your right to assert Class Period wage claims against L&R.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the class settlement (opt-out) by submitting the written request for exclusion or otherwise notifying the Administrator in writing. If you opt-out of the settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against L&R, 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.

L&R will not retaliate against you for any actions you take with respect to the proposed settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against L&R 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 [DATE].**	If you don't want to fully participate in the proposed settlement, you can opt-out of the class settlement by sending the Administrator a written request for exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section VI of this notice. You cannot opt-out of the PAGA portion of the proposed settlement. L&R 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 [DATE]**	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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VII of this notice.

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You Can Participate in the Final Approval Hearing	The Court's final approval hearing is scheduled to take place on [DATE]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the settlement at the final approval hearing. See Section VIII of this notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by [DATE].**	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to L&R's records is stated on the first page of this notice. If you disagree with the number of Class Period workweeks, you must challenge it by [DATE]. See Section IV of this notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiffs are former L&R employees. The Action accuses L&R of violating California labor laws by, alleging, that L&R allegedly failed to pay wages for all hours works at the minimum rate, in violation of Labor Code 1194 and 1997; allegedly failed to pay overtime wages for daily overtime worked in violation of Labor Code Sections 510 and 1194; allegedly failed to authorize or permit meal periods in violation of Labor Code Sections 512 and 226.7; allegedly failed to authorize or permit rest periods in violation of Labor Code Section 226.7; allegedly failed to provide complete and accurate wage statements in violation of Labor Code Section 226; allegedly failed to timely pay all earned wages and final paychecks due at the time of separation of employment, in violation of Labor Code sections 201, 202, and 203; allegedly failed to reimburse for business expenses, allegedly failed to pay for all hours worked, including overtime, allegedly failed to provide a place of employment that is safe and healthful; and allegedly engaged in unfair business practices, in violation of Business and Professions Code Sections 17200, *et seq*. The Action alleges that L&R violated Labor Code §§ 201, 202, 203, 204, 204(a)-(d), 210, 218, 218.5, 218.6, 222, 226, 226(a) –(j), 226.3, 226.7, 227, 227.3, 246, 510, 512, 558, 1174, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2802, 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202, and Cal. Bus. & Prof. Code §§ 17200, *et seq*., and all applicable Wage Orders, including Wage Orders 5 and 9.

Based on mostly the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.), Labor Code §§ 201, 202, 203, 204, 204(a)-(d), 210, 218, 218.5, 218.6, 222, 226, 226(a)-(j), 226.3, 226.6, 226.7, 227, 227.3 246, 510, 512, 558, 558.1, 1174, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1197.2, 1198, 1199, 2802, 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202, Cal. Bus. & Prof. Code §§ 17200, *et seq*., Labor Codes § 2698, *et seq*., § 2699, *et seq*., and all applicable Wage Orders, including Wage Orders 5 and 9.

Plaintiffs are represented by attorneys in the Actions *Colquitt v. L&R Auto Parks, Inc.* Case No. 22STCV33395, *Colquitt v. L&R Auto Parks, Inc.* Case No. 23STCV00285, *Ramirez v. L&R Auto Parks, Inc.* Case No. 23STCV09020, *Ramirez v. L&R Auto Parks, Inc.* Case No. 23STCV15194, and *Corbin v. LRW Investments LLC, et al.*, Case No. 23STCV20261.

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

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

So far the Court has made no determination whether L&R or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and L&R hired a retired judge to mediate between them in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiffs and L&R 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, L&R does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) L&R has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

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

1. L&R will pay $600,000 as the Gross Settlement Amount ("Gross Settlement"). L&R has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, class representative service payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, L&R will fund the Gross Settlement not more than 21 days after the judgment entered by the Court becomes final. The judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.

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

    A. Up to one-third (33-1/3%) of the Gross Settlement to Class Counsel for attorneys' fees and up to $45,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    B. Up to $10,000 to Plaintiffs Anita Colquitt, David Ramirez, and Latonya Corbin each as a class representative award for filing the Action, working with Class Counsel and representing the Class. A class representative award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

    C. Up to $15,000 to the Administrator for services administering the settlement.

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D. Up to $40,000 for PAGA penalties, allocated 75% to the LWDA and 25% to Individual PAGA Payments to Aggrieved Employees based on their pay periods during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and L&R are asking the Court to approve an allocation of 50% of each Individual Class Payment to taxable wages ("Wage Portion") and 50% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Although Plaintiffs and L&R have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the California Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class settlement, unless you notify the Administrator in writing, not later than [DATE] that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed request for exclusion by the [DATE] response deadline. The request for exclusion should be a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. Class Members who opt out will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against L&R.

   You cannot opt-out of the PAGA portion of the settlement. Class Members who opt out of the class settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against L&R based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant final approval of the settlement or not enter a judgment. It is also

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possible the Court will enter a judgment that is reversed on appeal. Plaintiffs and L&R have agreed that, in either case, the settlement will be void, L&R will not pay any money, and Class Members will not release any claims against L&R.

8. Administrator. The Court has appointed a neutral company, [insert admin name here] (the "Administrator") to send this notice, calculate and make payments, and process Class Members' requests for exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Administrator's contact information is contained in Section IX of this notice.

9. Participating Class Members' Release. After the Judgment is final and L&R has fully funded the Gross Settlement, 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 L&R or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by the settlement.

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

   > All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint, including, at a minimum, any and all claims arising out of the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period, and any and all claims arising under Labor Code §§ 201, 202, 203, 204, 204(a)-(d), 210, 218, 218.5, 218.6, 222, 226, 226(a) –(j), 226.3, 226.7, 227, 227.3, 246, 510, 512, 558, 1174, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2802, and Cal. Bus. & Prof. Code §§ 17200, et seq., and all applicable Wage Orders, including Wage Orders 5 and 9. Except as set forth in this release, Participating Class Members do not release any claims for vested benefits, wrongful termination, violations of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and L&R has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against L&R, 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 L&R or its related entities based on the PAGA Period facts alleged in the Action and resolved by the settlement.

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The Aggrieved Employees' Release is as follows:

> All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint or the PAGA Notices that are alleged to have occurred during the PAGA Period including, but not limited to, any and all claims arising under Labor Code §§ 201, 202, 203, 204, 204(a)-(d), 210, 218, 218.5, 218.6, 222, 226, 226(a)-(j), 226.3, 226.6, 226.7, 227, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1197.2, 1198, 1199, 2802, 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202, Cal. Bus. & Prof. Code §§ 17200, *et seq*., 2698, *et seq*., § 2699, *et seq*., and all applicable Wage Orders, including Wage Orders 5 and 9.

III. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

2. Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($10,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

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

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept L&R's calculation of Workweeks based on L&R's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and L&R's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if any).

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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.

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

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

To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as [INSERT CASE NAME HERE], and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by [DATE], or it will be invalid.** Section IX of the notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the settlement. Before deciding whether to object, you may wish to see what Plaintiffs and L&R are asking the Court to approve. At least [XXX] days before the final approval hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a class representative service award. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website [url here] or the Court's website [url here].

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [DATE].** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Actions *Colquitt v. L&R Auto Parks, Inc.* Case No. 22STCV33395, *Colquitt v. L&R Auto Parks, Inc.* Case No. 23STCV00285, *Ramirez v. L&R Auto Parks, Inc.* Case No. 23STCV09020, *Ramirez v. L&R Auto Parks, Inc.* Case No. 23STCV15194, and *Corbin v. LRW Investments LLC, et al*., Case No. 23STCV20261 and include your name, current address, telephone number and approximate dates of employment for L&R and sign the objection. Section IX of this notice has the Administrator's contact information.

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

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Section VIII of this notice (immediately below) for specifics regarding the final approval hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on [DATE] at [TIME] in Department [XXX] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the hearing, the judge will decide whether to grant final approval of the settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs and the Administrator. The Court will invite comment from objectors, Class Counsel and defense counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://www.lacourt.ca.gov/pages/lp/lacc-welcome). Check the Court's website for the most current information.

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

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything L&R and Plaintiffs have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any other settlement documents is to go to [settlement admin name]'s website at [url]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access and entering the Case Number for the Action, Case No. [XYZ]. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:
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Westlake Village, CA 91362
Telephone: (818) 293-5623

Settlement Administrator:
Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

XI. WHAT IF I CHANGE MY ADDRESS?

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

Doc ID: [illegible]

EXHIBIT C

FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This First Amended Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Anita Colquitt, David Ramirez, and Latonya Corbin ("Plaintiffs"), on the one hand, and defendants L & R Auto Parks, Inc., LRW Investments LLC, and LRW Century Investments, LLC ("Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party." This Agreement amends, restates, and supersedes in its entirety the Class Action and PAGA Settlement Agreement fully executed by the Parties as of April 3, 2026, and is entered into to address the issues identified in the Court's November 12, 2026 tentative ruling on Plaintiffs' Motion for Preliminary Approval.

1. DEFINITIONS.

1.1. "Action" means the Plaintiffs' various lawsuits alleging wage and hour violations against Defendants captioned *Colquitt v. L&R Auto Parks, Inc.,* Los Angeles County Superior Court, Case No. 22STCV33395 ("Colquitt I"), *Colquitt v. L&R Auto Parks, Inc.,* Los Angeles County Superior Court, Case No. 23STCV00285 ("Colquitt II"), *Ramirez v. L&R Auto Parks, Inc.,* Los Angeles County Superior Court, Case No. 23STCV09020 ("Ramirez I"), *Ramirez v. L&R Auto Parks, Inc.*, Los Angeles County Superior Court, Case No. 23STCV15194 ("Ramirez II"), and *Corbin v. LRW Investments LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV20261 ("Corbin") initiated on October 12, 2022, January 5, 2023, April 24, 2023, June 29, 2023, and August 23, 2023, respectively (collectively, the "Actions"). The Actions are all currently pending before the Los Angeles Superior Court. Pursuant to the Parties' Joint Stipulation to Consolidate Actions and the Court's order thereon, the Actions were consolidated for settlement purposes only, with Case No. 22STCV33395 as the lead case, and on June 22, 2026, Plaintiffs filed the Consolidated First Amended Class and Representative Action Complaint in Case No. 22STCV33395 (the "Operative Complaint").

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means a non-exempt employee employed by any Defendant in California during the PAGA Period.

1.5. "Class" means all non-exempt employees employed by any Defendant in California during the Class Period.

1.6. "Class Counsel" means Gaines & Gaines, APLC, Otkupman Law Firm, A Law Corporation, and Lavi & Ebrahimian, LLP.

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

1.8. "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Address Search" means the Administrator's investigation and search for current Class Member or Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members or Aggrieved Employees.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from October 12, 2018 to the date of preliminary approval.

1.13. "Class Representatives" means the named Plaintiffs in the operative complaints in the Actions, and the Operative Complaint, seeking Court approval to serve as class representatives, namely Anita Colquitt, David Ramirez, and Latonya Corbin.

1.14. "Class Representative Service Payments" means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.

1.15. "Court" means the Superior Court of California, County of Los Angeles.

1.16. "Defendants" means L & R Auto Parks, Inc., LRW Investments LLC, and LRW Century Investments, LLC.

1.17. "Defense Counsel" means Wood Smith Henning & Berman LLP.

1.18. "Effective Date" means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Gross Settlement Amount" means $600,000 (Six Hundred Thousand Dollars) which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8 below and excluding employer tax obligations associated with wage payments made under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment. Defendants shall be jointly and severally liable for payment of the Gross Settlement Amount.

1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.25. "LWDA" means the California Labor and Workforce Development Agency.

1.26. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

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

1.28. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29. "Operative Colquitt Complaints" means the class action complaint filed in Los Angeles Superior Court, Case No. 22STCV33395 filed by Anita Colquitt, on behalf of herself and all others similarly situated, filed on October 12, 2022, alleging the failure to pay all wages in violation of Labor Code Sections 510, 1194, and 1194.2, the failure to authorize or permit meal periods in violation of Labor Code Sections 512, 558 and 226.7, the failure to authorize or permit rest periods in violation of Labor Code Sections 512, 558 and 226.7, the knowing and intentional failure to provide accurate itemized wage statements in violation of Labor Code Section 226(a), (e), and 1174(d), the failure to timely pay wages due at termination, in violation of Labor Code Sections 201, 202, and 203, the failure to timely pay employees in violation of Labor Code Section 204(a), (b), the failure to reimburse business expenses in violation of Labor Code Section 2802, the failure to pay for all hours worked, including overtime hours worked, in violation of Labor Code Sections 210, 218, and 222, the failure to provide a place of employment that is safe and healthful in violation of Labor Code Sections 6400, 6401, 6403, 6404, 6407, and 8 CCR 3202, and unfair business practices in violation of Business and Professions Code Section 17200, *et seq*. It shall also mean the separately filed PAGA action filed by Anita Colquitt, on behalf of herself and all others similarly situated in Los Angeles Superior Court, Case No. 23STCV00285, alleging penalties pursuant to Labor Code Section 2699(f) for violations of Labor Code Sections 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204(a), (b), 2802, 210, 218, 222, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202, and 17200.

1.30. "Operative Ramirez Complaints" means the class action complaint filed in Los Angeles Superior Court, Case No. 23STCV09020 filed by David Ramirez on behalf of himself and all others similarly situated, filed on April 24, 2023, alleging the failure to pay wages for all hours worked at minimum wage in violation of Labor Code 1194 and 1197, the failure to pay overtime wages for daily overtime worked in violation of Labor Code Sections 510 and 1194, the failure to authorize or permit meal periods in violation of Labor Code Sections 512 and 226.7, the failure to authorize or permit rest periods in violation of Labor Code Section 226.7, the failure to provide complete and accurate wage statements in violation of Labor Code Section 226, the failure to timely pay all earned wages and final paychecks due at the time of separation of employment, in violation of Labor Code sections 201, 202, and 203, and unfair business practices, in violation of Business and Professions Code Sections 17200, et seq. It shall also mean the separately filed PAGA action filed by David Ramirez, on behalf of himself and all others similarly situated in Los Angeles

Superior Court, Case No. 23STCV15194, alleging civil penalties for wage and hour violations section 2698(f).

1.31. "Operative Corbin Complaint" means the PAGA action filed by Latonya Corbin in the Los Angeles Superior Court, Case No. 23STCV20261 on August 23, 2023, on behalf of herself and all "aggrieved employees" alleging civil penalties under Labor Code Section 2699(f) for violations of Labor Code Sections 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1174, 1174.5, 1194, 1198, 2699(a), 226.3, and 558.

1.31.1 "Operative Complaint," as defined in Paragraph 1.1, means the Consolidated First Amended Class and Representative Action Complaint filed in Los Angeles Superior Court, Case No. 22STCV33395, by Anita Colquitt, Latonya Corbin, and David Ramirez, on behalf of themselves, all others similarly situated, and all aggrieved employees, on June 22, 2026, alleging the failure to pay all wages due in violation of Labor Code Sections 226.7, 246, 510, 512, 1194, 1194.2, and 1197, the failure to provide compliant meal periods or compensation in lieu thereof in violation of Labor Code Sections 226.7 and 512, the failure to provide compliant rest periods or compensation in lieu thereof in violation of Labor Code Section 226.7, the failure to reimburse all business-related expenses in violation of Labor Code Section 2802, the failure to comply with itemized employee wage statement provisions in violation of Labor Code Section 226(a) and (e), the failure to timely pay wages due at separation of employment in violation of Labor Code Sections 201, 202, and 203, unfair competition in violation of Business and Professions Code Sections 17200, et seq., as well as for claims pursuant to Labor Code §§ 204, 210, 218, 218.5, 222, 226.3, 227, 227.3, 558, 1174, 1174.5, 1197.1, 1197.2, 1198.5, and 1199 (as alleged at Paragraph 3 of the Operative Complaint), and civil penalties pursuant to Labor Code Section 2698, et seq. for violations of Labor Code Sections 201, 202, 203, 204, 204(a)-(d), 210, 218, 218.5, 218.6, 222, 226, 226(a)-(j), 226.3, 226.6, 226.7, 227, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2802, 6400, 6401, 6402, 6403, 6404, and 6407, and 8 CCR 3202, and pursuant to Labor Code Section 2699(a) for violations of Labor Code Sections 210, 226.3, and 558. The Operative Complaint consolidates the Operative Colquitt Complaints, the Operative Ramirez Complaints, and the Operative Corbin Complaint for settlement purposes only.

1.32. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for any Defendant as a non-exempt employee in California for at least one day during the PAGA Period.

1.33. "PAGA Period" means the period from November 1, 2021 to the date of preliminary approval.

1.34. "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.35. "PAGA Notice" means Plaintiff Anita Colquitt's October 7, 2022 PAGA notice, Plaintiff David Ramirez' April 24, 2023 PAGA notice, and Latonya Corbin's June 16, 2023 PAGA notice to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

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

1.37. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38. "Plaintiffs" means Anita Colquitt, David Ramirez, and Latonya Corbin, the named plaintiffs in the Actions.

1.39. "Preliminary Approval" means the Court's order granting preliminary approval of the Class Settlement.

1.40. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.42. "Released Parties" means each Defendant, and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, current, former, and future affiliates, parent companies, holding companies, and each of their respective past and present owners, shareholders, members, operators, partners, insurers, reinsurers, vendors, trustees, franchisors, franchisees, payroll service providers, paystub providers, legal representatives, attorneys, accountants, employees, independent contractors, lessors, and agents.

1.43. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44. "Response Deadline" means ~~40~~45 days after the Administrator mails the Class Notice, or as otherwise ordered by the Court, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion, (b) fax, email or mail objections to the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks or PAGA Pay Periods allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline.

1.45. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.46. "Workweek" means any week during which a Class Member worked as a non-exempt employee for any Defendant in California for at least one day during the Class Period.

2. RECITALS.

2.1 On October 12, 2022, January 5, 2023, April 24, 2023, June 29, 2023, and August 23, 2023, Plaintiffs commenced their respective Actions by filing complaints alleging causes of action against Defendants for alleged violations of Labor Code §§ 226, 226(a) –(j), 226.3, 226.7, 512, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 226, 1174, 1174.5, 201, 202, 203, 204, 222, 227.3, 246, 2802, 210, 218, 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202, and § 2698, *et seq*., Cal. Bus. & Prof. Code §§ 17200, *et seq*., and claims for civil penalties arising under PAGA. The Plaintiffs filed the Operating Colquitt Complaint, the Operating Ramirez Complaint, and the Operating Corbin Complaint.

~~Within two weeks following the date of execution of this Settlement Agreement, the~~ The Parties ~~will enter~~entered into a ~~stipulation~~Joint Stipulation to ~~consolidate the~~ Consolidate Actions for settlement approval purposes only, which the Court granted on June 15, 2026. On June 22, 2026, Plaintiffs filed the Operative Complaint, which is now the operative pleading in the consolidated Action.

Defendants deny the allegations in the Operative Colquitt Complaints, Operative Ramirez Complaints, the Operative Corbin Complaint, and the Operative ~~Corbin~~ Complaint, deny any

failure to comply with the laws identified in the complaints and deny any and all liability for the causes of action alleged. Moreover, Defendants contend that Plaintiff Colquitt's PAGA complaint is time-barred. She did not file her complaint until January 5, 2023, more than one year and sixty-five days following her separation from employment which ended on October 12, 2021.She filed her notice to the LWDA 360 days following her separation but failed to file her complaint within the statutory timeframe. Plaintiffs dispute this.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs Ramirez and Corbin gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 On November 18, 2025, the Parties participated in an all-day mediation presided over by the Hon. James L. Crandall (Orange County Superior Court, Ret.). After extensive arms-length negotiations, the Parties reached a settlement of the Actions as further detailed in this Agreement. This mediation followed a previously failed mediation on September 9, 2025 (with David Phillips) that was nonetheless attempted between Defendants and Plaintiffs Colquitt and Ramirez.

2.4 Before mediation, Plaintiffs obtained through informal discovery, relevant documents and information, including time and pay records of the employees, together with applicable policy documents, rendering Plaintiffs' investigation sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kull*

2.5 Following mediation, and for the sole purposes of facilitating the settlement, the Parties ~~have~~ agreed to consolidate the Operative Colquitt Complaints, the Operative Ramirez Complaints, and the Operative Corbin Complaint (the "Actions"). ~~The~~Pursuant to the Joint Stipulation to Consolidate Actions ~~are to be~~and the Court's June 15, 2026 order thereon, the Actions were consolidated ~~to~~before Department SSC-7~~,~~ of the Los Angeles Superior Court, ~~where~~with Case No. 22STCV33395 as the lead case, and the Operative ~~Colquitt Complaints, the Operative Ramirez Complaints are currently pending. The Parties shall file the stipulation to consolidate the actions no later than two (2) weeks following execution~~Complaint is the operative and controlling pleading for purposes of this Settlement ~~Agreement~~.

2.6 The Court has not granted class certification in any of the Actions.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as provided by Paragraph 8 below, Defendants jointly and severally promise to pay $600,~~0000~~000.00 (Six Hundred Thousand Dollars) and no more, as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph 4.2. The Administrator will disburse the entire Gross Settlement

Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1 To Each Plaintiff: Class Representative Service Payments of not more than Ten Thousand Dollars ($10,000) each (in addition to any Individual Class Payment and any Individual PAGA Payment, each Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that does not exceed this amount. As part of the Motion for Final Approval, Plaintiffs will seek Court approval for any Class Representative Service Payments. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs each respectively assume full responsibility and liability for employee taxes owed on their respective Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (33-1/3%) of the Gross Settlement Amount, which is currently estimated to be $200,000, and a Class Counsel Litigation Expenses Payment of not more than $45,000 in total. Defendants will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiffs and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $15,000 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than $15,000, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1 Tax Allocation of Individual Class Payments. 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $40,000 to be paid from the Gross Settlement Amount, with 75% ($30,000) allocated to the LWDA PAGA Payment and 25% ($10,000) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($10,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Size Estimates. Based on a review of its records, as of November 18, 2025, Defendants estimate there are approximately 806 Class Members who collectively worked a total of 90,004 Workweeks, and approximately 407 Aggrieved Employees who worked a total 44,461 of PAGA Pay Periods.

4.2 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay their share of payroll taxes, by transmitting the funds to the Administrator no later than ~~21days~~21 days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Paym1ent and the Class Representative

Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.3.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.3.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

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

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Releases. Plaintiffs and Plaintiffs' respective former and present representatives, agents, attorneys, administrators, successors and assigns, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to:

(a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative ~~Colquitt Complaints, Operative Ramirez Complaints, and Operative Corbin~~ Complaint, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative ~~Colquitt Complaints, Operative Ramirez Complaints, and Operative Corbin~~ Complaint, and Plaintiffs' PAGA Notices. ("Plaintiffs' Releases.") Plaintiffs' Releases does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

Upon Defendants fulfilling their payment obligations, Plaintiffs agree to release in exchange for the consideration provided in this Agreement a comprehensive release of all known and unknown claims by Plaintiffs.

5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Releases, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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

5.2 Release by Participating Class Members:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative ~~Colquitt Complaints, the Operative Ramirez Complaints, and the Operative Corbin Complaints~~Complaint, including, at a minimum, any and all claims arising out of the facts and allegations in ~~these documents~~the Operative Complaint that are alleged to have occurred during the Class Period, and any and all claims arising under Labor Code §§ 201, 202, 203, 204, 204(a)-(d), 210, 218, 218.5, 218.6, 222, 226, 226(a) –(j), 226.3, 226.7, 227, 227.3, 246, 510, 512, 558, 1174, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2802, ~~6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202,~~ and Cal. Bus. & Prof. Code §§ 17200, *et seq*., and all applicable Wage Orders, including Wage Orders 5 and 9. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any claims for vested benefits, wrongful termination, violations of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period.

5.3 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative ~~Colquitt Complaints, the Operative Ramirez Complaints, and the Operative Corbin Complaints~~Complaint or ~~any of their respective~~the PAGA Notices that are alleged to have occurred during the PAGA Period including, but not limited to, any and all claims arising under Labor Code §§ 201, 202, 203, 204, 204(a)-(d), 210, 218, 218.5, 218.6, 222, 226, 226(a)-(j), 226.3, 226.6, 226.7, 227, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1197.2, 1198, 1199, 2802, 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202, Cal. Bus. & Prof. Code §§ 17200, *et seq*., 2698, *et seq*., § 2699, *et seq*., and all applicable Wage Orders, including Wage Orders 5 and 9.

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

6.1 Defendants' Declaration in Support of Preliminary Approval. Within twenty (20) days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator (if applicable). In their declarations, Defense Counsel and Defendants shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)),

and the Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the Agreement showing all modifications made to the Los Angeles Superior Court's Model Agreement; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their declarations, Plaintiffs and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

7.4 Notice to Class Members.

7.4.1 Not later than thirty (30) days after the Court grants Preliminary Approval, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel

spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice, with a Spanish translation, if applicable, substantially in the form attached to this Agreement as Exhibit 1. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and Individual PAGA Payment (if applicable) payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 7 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadline for Class Members' written objections, challenges to Workweeks, PAGA Pay Periods, and Requests for Exclusion will be extended for Class Members whose notices are re-mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice, or as otherwise ordered by the Court. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks/PAGA Pay Periods. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Workweeks is final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

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

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

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

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

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as

undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on a review of its records, as of November 18, 2025, Defendants estimate there are approximately 806 Class Members who collectively worked a total of 90,004 Workweeks, and approximately 407 Aggrieved Employees who worked a total of 44,461 of PAGA Pay Periods. If at the time of preliminary approval, the total Workweeks (as contained in the Class Data) increase by more than 10%, then the Gross Settlement Amount shall increase proportionally for the Workweeks exceeding the 10% buffer. For example, if the number of Workweeks increases by 11% through the Class Period, the Gross Settlement Amount shall increase by 1%.

8.1 Defendants' Right to Withdraw. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 7% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 15 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

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

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

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

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement, nor any document referred to or

contemplated herein, nor any statements, discussions, or communications, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever; nor is it intended or should be construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. Defendants contend that other than for the purpose of settlement, the Actions are not appropriate for class treatment. If for any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, Defendants reserve all available defenses to the claims in the Action. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Before Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an valid inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

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

11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts in good faith to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.

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

11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

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

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

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

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants unless, before the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff Latonya Corbin:
Daniel F. Gaines, Esq. SBN 251488
Daniel@gaineslawfirm.com
GAINES & GAINES, APLC
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Telephone: (818) 703-8985

To Plaintiff David Ramirez:
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Email: jlavi@lelawfirm.com
Vincent C. Granberry, Esq. (SBN 276483)
vgranberry@lelawfirm.com
Jeffrey Klein, Esq. (SBN 297296)
Email: jklein@lelawfirm.com
Melanie S. Rodriguez, Esq. (SBN 330280)
Email: mrodriguez@lelawfirm.com
LAVI & EBRAHIMIAN, LLP
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Telephone: (310) 432-0000
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To Plaintiff Anita Colquitt:
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Roman@OLFLA.com
Nidah Farishta (CSBN 312360)
Nidah@OLFLA.com
OTKUPMAN LAW FIRM, A LAW CORPORATION
5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Telephone: (818) 293-5623
Facsimile (888) 850-1310

To Defendants:
JASON C. ROSS, ESQ. SBN 252635
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AHLLAM H. BERRI, ESQ. SBN 323123
ABerri@wshblaw.com
JASMIN M. ALARADI, ESQ. SBN 336842
jalaradi@wshblaw.com
WOOD, SMITH, HENNING & BERMAN LLP
501 West Broadway, Suite 1200
San Diego, CA 92101
Telephone: (619) 849-4900
Facsimile: (619) 849-4950

11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

~~[SIGNATURES ON FOLLOWING PAGE]~~

_____	_____
Plaintiff Anita Colquitt	Plaintiff David Ramirez
Date:	Date:
_____	_____
Counsel for Anita Colquitt Otkupman Law Firm	Counsel for David Ramirez Lavi & Ebrahimian, LLP

Date:

_____
Plaintiff Latonya Corbin

Date:

_____
Counsel for Latonya Corbin
Gaines & Gaines, APLC

Date:

Date:

_____
Mark Funk on behalf of L & R Auto Parks, Inc., LRW Investments LLC, and LRW Century Investments LLC

Date:

_____
Counsel for L & R Auto Parks, Inc., LRW Investments LLC, and LRW Century Investments LLC
Wood, Smith, Henning & Berman LLP

Date:

EXHIBIT A

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

Colquitt v. L&R Auto Parks, Inc. Case No. 22STCV33395, *Colquitt v. L&R Auto Parks, Inc.* Case No. 23STCV00285, *Ramirez v. L&R Auto Parks, Inc.* Case No. 23STCV09020, *Ramirez v. L&R Auto Parks, Inc.* Case No. 23STCV15194, and *Corbin v. LRW Investments LLC, et al.*, Case No. 23STCV20261

The Superior Court for the State of California, County of Los Angeles, 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 L & R Auto Parks, Inc., LRW Investments LLC, and LRW Century Investments, LLC ("L&R") for alleged wage and hour violations. The Action was filed by former employees of L & R and seeks payment of (1) back wages for a class of hourly employees ("Class Members") who worked for L&R from October 12, 2018 to _____ (the "Class Period"); and (2) civil penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for L&R from November 1, 2021 to _____ (the "PAGA Period") ("Aggrieved Employees").

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

Based on L&R's records, and the parties' current assumptions, **your Individual Class Payment is estimated to be $[XX] (less withholding) and your Individual PAGA Payment is estimated to be $[XX]**. 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 L&R's records you are not eligible for an Individual PAGA Payment under the settlement because you didn't work during the PAGA Period.)

The above estimates are based on L&R's records showing that **you worked [XX] workweeks** during the Class Period and **you worked [XX] pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period, you can submit a challenge by the deadline date. See Section IV of this Notice.

The Court has already preliminarily approved the proposed settlement and approved this notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the final approval hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires L&R to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against L&R.

If you worked for L&R during the Class Period and/or the PAGA Period, you have two basic options under the settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed settlement and be eligible for an Individual Class Payment and/or an Individual ~~Class~~PAGA Payment. As a participating class member, though, you will give up your right to assert Class Period wage claims against L&R.

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

L&R will not retaliate against you for any actions you take with respect to the proposed settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual ~~Class~~PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against L&R 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 [DATE].**	If you don't want to fully participate in the proposed settlement, you can opt-out of the class settlement by sending the Administrator a written request for exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section VI of this notice. You cannot opt-out of the PAGA portion of the proposed settlement. L&R must pay Individual ~~Class~~PAGA Payments 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 [DATE]**	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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VII of this notice.

You Can Participate in the Final Approval Hearing	The Court's final approval hearing is scheduled to take place on [DATE]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the settlement at the final approval hearing. See Section VIII of this notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by [DATE].**	The amount of your Individual Class Payment and Individual ~~Class~~PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to L&R's records is stated on the first page of this notice. If you disagree with the number of Class Period workweeks, you must challenge it by [DATE]. See Section IV of this notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiffs are former L&R employees. The Action accuses L&R of violating California labor laws by, alleging, that L&R allegedly failed to pay wages for all hours works at the minimum rate, in violation of Labor Code 1194 and 1997; allegedly failed to pay overtime wages for daily overtime worked in violation of Labor Code Sections 510 and 1194; allegedly failed to authorize or permit meal periods in violation of Labor Code Sections 512 and 226.7; allegedly failed to authorize or permit rest periods in violation of Labor Code Section 226.7; allegedly failed to provide complete and accurate wage statements in violation of Labor Code Section 226; allegedly failed to timely pay all earned wages and final paychecks due at the time of separation of employment, in violation of Labor Code sections 201, 202, and 203; allegedly failed to reimburse for business expenses, allegedly failed to pay for all hours worked, including overtime, allegedly failed to provide a place of employment that is safe and healthful; and allegedly engaged in unfair business practices, in violation of Business and Professions Code Sections 17200, *et seq*. The Action alleges that L&R violated Labor Code §§ 201, 202, 203, 204, 204(a)-(d), 210, 218, 218.5, 218.6, 222, 226, 226(a) –(j), 226.3, 226.7, 227, 227.3, 246, 510, 512, 558, 1174, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2802, 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202, and Cal. Bus. & Prof. Code §§ 17200, *et seq*., and all applicable Wage Orders, including Wage Orders 5 and 9.

Based on mostly the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.), Labor Code §§ 201, 202, 203, 204, 204(a)-(d), 210, 218, 218.5, 218.6, 222, 226, 226(a)-(j), 226.3, 226.6, 226.7, 227, 227.3 246, 510, 512, 558, 558.1, 1174, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1197.2, 1198, 1199, 2802, 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202, Cal. Bus. & Prof. Code §§ 17200, *et seq*., Labor Codes § 2698, *et seq*., § 2699, *et seq*., and all applicable Wage Orders, including Wage Orders 5 and 9.

Plaintiffs are represented by attorneys in the Actions *Colquitt v. L&R Auto Parks, Inc.* Case No. 22STCV33395, *Colquitt v. L&R Auto Parks, Inc.* Case No. 23STCV00285, *Ramirez v. L&R Auto Parks, Inc.* Case No. 23STCV09020, *Ramirez v. L&R Auto Parks, Inc.* Case No. 23STCV15194, and *Corbin v. LRW Investments LLC, et al.*, Case No. 23STCV20261.

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

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

So far the Court has made no determination whether L&R or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and L&R hired a retired judge to mediate between them in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiffs and L&R 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, L&R does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) L&R has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

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

1. L&R will pay $600,000 as the Gross Settlement Amount ("Gross Settlement"). L&R has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual ~~Class~~PAGA Payments, class representative service payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, L&R will fund the Gross Settlement not more than ~~30~~21 days after the judgment entered by the Court becomes final. The judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.

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

   A. Up to one-third (33-1/3%) of the Gross Settlement to Class Counsel for attorneys' fees and up to $45,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $10,000 to Plaintiffs Anita Colquitt, David Ramirez, and Latonya Corbin each as a class representative award for filing the Action, working with Class Counsel and representing the Class. A class representative award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual ~~Class~~PAGA Payment.

   C. Up to $15,000 to the Administrator for services administering the settlement.

D. Up to $40,000 for PAGA penalties, allocated 75% to the LWDA and 25% to Individual ~~Class~~PAGA Payments to Aggrieved Employees based on their pay periods during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and L&R are asking the Court to approve an allocation of 50% of each Individual Class Payment to taxable wages ("Wage Portion") and 50% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual ~~Class~~PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual ~~Class~~PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Although Plaintiffs and L&R have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual ~~Class~~PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will ~~irrevocably be lost to you because they will be paid to a non-profit organization or foundation~~be transmitted to the California Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class settlement, unless you notify the Administrator in writing, not later than [DATE] that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed request for exclusion by the [DATE] response deadline. The request for exclusion should be a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. Class Members who opt out will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against L&R.

   You cannot opt-out of the PAGA portion of the settlement. Class Members who opt out of the class settlement remain eligible for Individual ~~Class~~PAGA Payments and are required to give up their right to assert PAGA claims against L&R based on the PAGA Period facts alleged in the Action.

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

8. Administrator. The Court has appointed a neutral company, [insert admin name here] (the "Administrator") to send this notice, calculate and make payments, and process Class Members' requests for exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Administrator's contact information is contained in Section IX of this notice.

9. Participating Class Members' Release. After the Judgment is final and L&R has fully funded the Gross Settlement, 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 L&R or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by the settlement.

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

   > All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative ~~Colquitt Complaints, the Operative Ramirez Complaints, and the Operative Corbin Complaints~~Complaint, including, at a minimum, any and all claims arising out of the facts and allegations in ~~these documents~~the Operative Complaint that are alleged to have occurred during the Class Period, and any and all claims arising under Labor Code §§ 201, 202, 203, 204, 204(a)-(d), 210, 218, 218.5, 218.6, 222, 226, 226(a) –(j), 226.3, 226.7, 227, 227.3, 246, 510, 512, 558, 1174, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2802, ~~6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202,~~ and Cal. Bus. & Prof. Code §§ 17200, et seq., and all applicable Wage Orders, including Wage Orders 5 and 9. Except as set forth in this release, Participating Class Members do not release any claims for vested benefits, wrongful termination, violations of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and L&R has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against L&R, 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 L&R or its related entities based on the PAGA Period facts alleged in the Action and resolved by the settlement.

The Aggrieved Employees' Release is as follows:

> All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative ~~Colquitt Complaints, the Operative Ramirez Complaints, and the Operative Corbin Complaints or any of their respective~~Complaint or the PAGA Notices that are alleged to have occurred during the PAGA Period including, but not limited to, any and all claims arising under Labor Code §§ 201, 202, 203, 204, 204(a)-(d), 210, 218, 218.5, 218.6, 222, 226, 226(a)-(j), 226.3, 226.6, 226.7, 227, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174(d), 1174.5, 1194, 1194(a), 1194.2, 1197, 1197.1, 1197.2, 1198, 1199, 2802, 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202, Cal. Bus. & Prof. Code §§ 17200, *et seq*., 2698, *et seq*., § 2699, *et seq*., and all applicable Wage Orders, including Wage Orders 5 and 9.

III. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

2. Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($10,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

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

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept L&R's calculation of Workweeks based on L&R's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and L&R's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual ~~Class~~PAGA Payment (if any).

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual ~~Class~~PAGA Payment check to every Aggrieved Employee who opts out of the class settlement.

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

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

To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as [INSERT CASE NAME HERE], and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by [DATE], or it will be invalid.** Section IX of the notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the settlement. Before deciding whether to object, you may wish to see what Plaintiffs and L&R are asking the Court to approve. At least [XXX] days before the final approval hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a class representative service award. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website [url here] or the Court's website [url here]**.**

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [DATE].** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Actions *Colquitt v. L&R Auto Parks, Inc.* Case No.

22STCV33395, *Colquitt v. L&R Auto Parks, Inc.* Case No. 23STCV00285, *Ramirez v. L&R Auto Parks, Inc.* Case No. 23STCV09020, *Ramirez v. L&R Auto Parks, Inc.* Case No. 23STCV15194, and *Corbin v. LRW Investments LLC, et al.*, Case No. 23STCV20261 and include your name, current address, telephone number and approximate dates of employment for L&R and sign the objection. Section IX of this notice has the Administrator's contact information.

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

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on [DATE] at [TIME] in Department [XXX] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the hearing, the judge will decide whether to grant final approval of the settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs and the Administrator. The Court will invite comment from objectors, Class Counsel and defense counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://www.lacourt.ca.gov/pages/lp/lacc-welcome). Check the Court's website for the most current information.

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

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything L&R and Plaintiffs have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any other settlement documents is to go to [settlement admin name]'s website at [url]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access and entering the Case Number for the Action, Case No. [XYZ]. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

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Settlement Administrator:
Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

XI. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT D

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

ANITA COLQUITT, on behalf of herself and all others similarly situated, and on behalf of the generic public,

Plaintiffs,

v.

L AND R AUTO PARKS, INC., a California Corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No. 22STCV33395

CLASS AND PAGA ACTION

[*Assigned for All Purposes to the Hon. Samantha P. Jessner, Dept. 7*]

[~~AMENDED~~ PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

[*Filed concurrently with ~~Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Declarations in Support Thereof~~]Supplemental Declaration of Daniel F. Gaines]*

Hearing Information:
Date: November 23, 2026
Time: 10:00 a.m.
Dept.: 7

DAVID RAMIREZ, on behalf of himself and others similarly situated,

Plaintiffs,

v.

Case No. 23STCV09020

The Hon. Samantha P. Jessner, Dept. 7

Action Filed: 4/24/23

L AND R AUTO PARKS, INC., and DOES 1 through 100, inclusive, Defendants.	Trial Date: None Set
ANITA COLQUITT, on behalf of herself and all others similarly situated, and on behalf of the generic public, Plaintiffs, v. L AND R AUTO PARKS, INC., a California Corporation, and DOES 1 through 10, inclusive, Defendants.	Case No. 23STCV00285 The Hon. Samantha P. Jessner, Dept. 7 Action Filed: 01/05/2023 Trial Date: None Set
DAVID RAMIREZ, on behalf of himself and others similarly situated, Plaintiffs, v. L AND R AUTO PARKS, INC., and DOES 1 through 100, inclusive, Defendants.	Case No. 23STCV15194 The Hon. Samantha P. Jessner, Dept. 7 Action Filed: 6/29/2023 Trial Date: None Set
LATONYA CORBIN, on behalf of herself and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*, Plaintiff, v. LRW INVESTMENTS LLC, a California limited liability company, LRW CENTURY INVESTMENTS LLC, a California limited liability company, and DOES I through 10, inclusive, Defendants.	Case No. 23STCV20261 The Hon. Samantha P. Jessner, Dept. 7 Action Filed: 08/23/2023 Trial Date: None Set

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The Motion for Preliminary Approval of a Settlement came before this Court on November 23, 2026, at 10:00 a.m., or as soon thereafter as the matter could be heard, in Department 7 of the Los Angeles County Superior Court located at 312 N. Spring St., Los Angeles, California 90012, Plaintiffs ANITA COLQUITT, DAVID RAMIREZ, and LATONYA CORBIN (collectively "Plaintiffs") moved for an order granting preliminary approval of the proposed class action settlement on the terms and conditions set forth in the ~~Class~~First Amended Class Action and PAGA Settlement Agreement and Class Notice between Plaintiff and Defendants L AND R AUTO PARKS, INC., LRW INVESTMENTS LLC, and LRW CENTURY INVESTMENTS LLC (collectively "~~Defendants") attached as **Exhibit "1"** to the Declaration of Malcolm Clayton (Clayton Dec.) in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement~~Defendants"), and the Exhibits attached thereto (hereafter collectively, the "Settlement" or "Settlement Agreement"); having considered the Motion for Preliminary Approval of Class Action Settlement filed by the parties; having considered the respective points and authorities and declarations submitted by the parties in support thereof; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

The Court grants preliminary approval of the settlement as set forth in the Settlement and finds the terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at the Final Fairness Hearing. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following "Class" defined as follows:

All non-exempt employees employed by any Defendant in California during the Class Period.

1. The "Class Period" is the period from October 12, 2018 to the date of preliminary approval (i.e., the date of the entry of this Order).

2. For purposes of settlement, the Court further designates named Plaintiffs ANITA COLQUITT, DAVID RAMIREZ, and LATONYA CORBIN as Class Representative, and Appoint Roman Otkupman and Nidah Farishta of Otkupman Law Firm, A Law Corporation, Joseph Lavi, N. Nick Ebrahimian, Vincent C. Granberry, Jeffrey D. Klein, and Melanie S. Rodriguez of Lavi &

Ebrahimian, LLP, and Daniel F. Gaines of Gaines & Gaines, APLC, as Class Counsel.

3. The Court appoints Phoenix Settlement Administrators as the Settlement Administrator.

4. A final fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled in Department 7 of this Court, located at 312 N. Spring St., Los Angeles, California 90012, on _____, 2026, at _____ a.m./p.m.

5. At the final fairness hearing, the Court will consider: (a) whether the settlement should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting approval of the settlement should be entered; and (c) whether Plaintiff's application for an award of Class Counsel Fees, Class Counsel Expenses, and Class Representative Service Payment should be granted.

6. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval by no later than 16 court days prior to the final fairness hearing.

7. Class Counsel shall file a motion for an award of Class Counsel Fees, Class Counsel Expenses, and Class Representative Service Payment by no later than 16 court days prior to the final fairness hearing.

8. The Court approves, as to form and content, the Class Notice, which is attached to the Settlement as **Exhibit A.**

9. No later than thirty (30) calendar days following the date the Court enters this order, Defendant shall provide the following information to the Settlement Administrator: Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods ("Class Data").

10. No later than fourteen (14) calendar days after receiving the Class Data, the Settlement Administrator shall disseminate the Class Notice to all the Class Members identified in the Class Data by first-class U.S. Mail.

11. Class Members shall have ~~forty (40~~forty-five (45) calendar days from the date the Settlement Administrator mails Notice to the Class Members to fax, email, or mail Requests for Exclusion from the Settlement or fax, email, or mail an Objection to the Settlement ("Response Deadline"). Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline.

12. The Court finds that the forms of Class Notice to the Class regarding the pendency of the action and of this settlement, and the methods of giving notice to members of the Settlement Class, constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to all members of the Class. They comply fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

13. The Court further approves the procedures for Class Members to participate in, opt out of, or object to the Settlement, as set forth in the Settlement Agreement and Class Notice.

14. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than ~~40~~45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

15. Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so

not later than ~~40~~45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

16. Pending the Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

18. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Class Data: Last day for Defendant to provide the Settlement Administrator the Class Database	30 calendar days after the Court's entry of this Order
Notice Date: last day for Administrator to mail Class Notice to Class Members.	14 calendar days after receipt of the Class Data
Response Deadline: (i) last day for Settlement Class Members to submit Requests for Exclusion; (ii) last day for class members to submit Objections	~~40~~45 calendar days after the date of mailing of the Class Notice (plus an additional 14 days for members whose notice is re-mailed).
Last day for class counsel to file motion for award of attorneys' fees, reimbursement of litigation expenses and class representative enhancement.	16 Court days prior to the final fairness hearing
Last day for parties to file motion and supporting documents for final approval of class action settlement.	16 Court days prior to the final fairness hearing
Last day for the Parties to respond to Objections	5 Court days prior to the final fairness hearing
Hearing on final approval of class action settlement.	Approximately 150 days after the Court grants preliminary approval of the Settlement

19. The Fairness Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court. The Settlement Administrator will provide notice to any objecting Class Member if there is a change in the date and/or time of the Final Approval Hearing.

IT IS SO ORDERED.

Dated: _____

_____
Hon. Samantha P. Jessner,
Judge of the Superior Court