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JOINT CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Joint Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement Agreement") is made by and between Plaintiff Veronica Alvarado ("Plaintiff") and Defendant M.G.R. Cleanup Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's class and PAGA representative action lawsuit against Defendant captioned *Veronica Alvarado, et al. v. M.G.R. Cleanup Inc.* originally filed on November 26, 2025, amended by the First Amended Complaint filed on June 30, 2026, pending in the Superior Court of the State of California, County of Alameda, Case No. 25CV156895.

1.2. "Administrator" means ILYM Group, Inc., 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 to be submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Class" means all persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt, non-union employees at any time during the Class Release Period.

1.5. "Class Counsel" means Koul Law Firm, APC.

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

1.7. "Class Data" means Class Member identifying information in Defendant's possession including Settlement Class Members' last known addresses and social security numbers and dates worked during the Class Period.

1.8. "Class Member" or "Settlement Class Member" means a person who is employed or was employed by Defendant in the State of California as hourly paid or non-exempt, non-union, workers during the Class Period.

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

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

1.11. "Class Release Period" means the period from November 26, 2021, until the date the Court grants Preliminary Approval of the Settlement or October 14, 2026, whichever is earlier.

1.12. "Class Representative" means Veronica Alvarado.

1.13. "Class Representative Service Payment" or "Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action, which shall not exceed $5,000, to be paid out of the Gross Settlement Amount.

1.14. "Court" means the Superior Court of California, County of Alameda.

1.15. "Defendant" means M.G.R. Cleanup, Inc.

1.16. "Defense Counsel" means Law Offices of Timothy Bowles, P.C.

1.17. The "Effective Date" of the Settlement Agreement shall be: (a) if no one files an objection to the settlement, the date the Court grants Final Approval; or (b) if there is an objection, then (i) 3 days after the deadline to file an appeal of the Final Approval, if no appeals are filed, or (ii) if one or more appeals are filed, 3 days after any appeal is dismissed or the Final Approval is affirmed after appeal, and the Final Approval is not subject to further appeal.

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

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

1.20. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.21. "Gross Settlement Amount" means $900,000 which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Service Payment and the Administrator's Expenses Payment.

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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 PAGA Member's pro rata share of 35% of the $25,000 PAGA Penalties, or $8,750, calculated according to the number of Pay Periods worked during the PAGA Period pursuant to Labor Code section 2699, as amended, including subdivision (m).

1.24. "Individual Claim" means Plaintiff's December 1, 2025 lawsuit alleging retaliation and wrongful termination against Defendant captioned *Veronica Alvarado, et al. v. M.G.R. Cleanup Inc.,* Alameda County Superior Court, Case No. 25CV157132.

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

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (m) to the 65% portion of the PAGA penalties.

1.27. "LWDA PAGA Payment" means 65% of the PAGA Penalties, which the Parties agree equals $16,250, to be paid to the LWDA pursuant to Labor Code section 2699, as amended, including subdivision (m).

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

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

1.30. "PAGA Member" means all persons who are employed or have been employed by Defendant in the State of California as hourly paid or non-exempt employees during the PAGA Period.

1.31. "PAGA Pay Period" means any Pay Period during which a PAGA Member worked for Defendant in the State of California for at least one day during the PAGA Period.

1.32. "PAGA Release Period" means the period from March 19, 2025, until the date the Court grants Preliminary Approval of the Settlement or October 14, 2026, whichever is earlier.

1.33. "PAGA" means the Private Attorneys General Act (Labor Code § 2698 *et seq*.).

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1.34. "PAGA Notice" means Plaintiff's March 19, 2026 notice letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.35. "PAGA Penalties" means the total amount of $25,000 shall be allocated as the PAGA Penalty Amount to be paid from the Gross Settlement Amount, allocated 35% to the PAGA Members and the 65% to LWDA in settlement of PAGA claims.

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

1.37. "Plaintiff" means Veronica Alvarado, the named plaintiff in the Action.

1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.39. "Preliminary Approval Order" means the Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.40. "Released Parties" means: Defendant M.G.R. Cleanup Inc. and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Participating Class Members, signed by the Class Member.

1.42. "Response Deadline" means 45 days after the Administrator mails Notice Packets to Class Members and PAGA Members and shall be the last date on which Class Members may fax, email, or mail: (a) Requests for Exclusion from the Settlement; (b) Objections to the Settlement; or (c) Challenges to a Class Member's allocated Workweeks and/or Pay Periods. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 days to submit a Request for Exclusion, Objection or Challenge beyond the Response Deadline (see paragraph 7.5.04, below). A Class Member who submits a timely written, signed Objection or Challenge to their Individual Settlement Amount may submit a Request for Exclusion (i) within 14 days from the date the Claims Administrator mails an adjusted Individual Settlement Amount or a notice of rejection of the Objection or Challenge; or (ii) by the Response Deadline, whichever is later.

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

1.44. "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

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2. RECITALS.

2.1. On November 26, 2025, Plaintiff filed a Class Action Complaint (25CV156895). On March 19, 2026, Plaintiff sent a PAGA Notice Letter to Defendant and the LWDA pursuant to Labor Code section 2699.3, subdivision (a). On June 30, 2026, Plaintiff filed the operative First Amended Complaint ("FAC"), adding Ricardo Del Rio Garcia as a putative class representative. The FAC alleges Defendant is liable for: (1) failing to pay for all hours worked, including overtime hours worked (Lab. Code §§ 218, 226.7, 510, 558, 1194, 1197, 1198, 1199, IWC Wage Orders); (2) failing to pay all wages owed twice per month (Lab. Code §§ 204, 210); (3) failing to pay minimum wage (Lab. Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) failing to provide compliant meal periods (Lab. Code §§ 226(a), 226.7, 512, 558, 1198, Wage Orders); (5) failing to provide rest periods (Lab. Code §§ 226, 226.7, 512, 558, 1198, Wage Orders); (6) failing to reimburse required business expenses (Lab. Code §§ 1198, 2802); (7) failing to provide accurate itemized wage statements and violating record-keeping requirements (Lab. Code §§ 226, 1174); (8) failing to pay all wages due upon termination (Lab. Code §§ 201, 202, 203, 227.3, 256); and (9) unlawful and unfair business practices (Bus. & Prof. Code § 17200, et seq.).

2.2. Second Amended Complaint. The Parties will stipulate to Plaintiff filing a Second Amended Class and PAGA Action Complaint (the "Operative Complaint") that (a) adds a tenth cause of action under the Private Attorneys General Act (Lab. Code § 2698, et seq.), and (b) removes Ricardo Del Rio Garcia as a plaintiff and putative class representative, whose claims against Defendant will be dismissed without prejudice. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

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

2.4. On July 16, 2026, the Parties participated in an all-day mediation presided over by Lynn Frank, which led to this Agreement to settle the Action – basic terms established in a July 16, 2026 Memorandum of Understanding ("MOU") -- as well as a separate agreement to resolve the Individual Claim ("Individual Claim Settlement"). Payment on the Individual Claim Settlement is not contingent on the final resolution of this Action.

2.5. Prior to mediation, Plaintiff obtained, through informal discovery, significant documents and information concerning Defendant's policies and practices, as well as time and payroll records. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.*. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.6. The Court has not granted class certification.

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3. MONETARY TERMS.

3.1. **Gross Settlement Amount**. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $900,000 and no more as the Gross Settlement Amount and to separately pay all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: Service Payment to the Class Representative of not more than $5,000 in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of up to 33.33% of the Proposed Gross Settlement Amount, which is currently estimated to be $300,000 and actual Class Counsel Litigation Expenses Payment up to $25,000 to be determined at the time of preliminary approval. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and shall indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed

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$10,550 without prior approval by both Parties, and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.

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

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

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

3.2.5. To the LWDA and PAGA Members: PAGA Penalties in the amount of $25,000 to be paid from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 35% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

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4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks. The Class is estimated to include approximately 306 people who collectively actually worked approximately 26,000 workweeks as of the date of the July 16, 2026 mediation.

4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, Defendant 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 the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount in two equal installments. Defendant shall transmit the first installment payment to the Administrator no later than thirty (30) days after the Effective Date, together with the amounts necessary to pay Defendant's share of payroll taxes on one-half of the Wage Portion of the Individual Class Payments.. Defendant shall transmit the second and final installment payment to the Administrator no later than one hundred eighty (180) days after the first installment payment, together with the amounts necessary to fully pay the remainder of Defendant's share of payroll taxes on the Wage Portion of the Individual Class Payments.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the first installment payment, the Administrator will mail checks and transmit payment for the first half of all payments: Individual Class Payments, Individual PAGA Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. Within 14 days after Defendant funds the second installment payment, the Administrator will mail checks and transmit all remaining payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The

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

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

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a non-profit organization or foundation designated by the Court, for example Legal Aid At Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104 ("Cy Pres Recipient"). As directed by the Court, the Parties, Class Counsel and Defense Counsel shall confirm they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

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

5.1 Plaintiff's Release of All Individual Claims. Plaintiff and her former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally 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; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice; and (c) any and all claims,

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actions, causes of action, demands, rights, damages, costs, loss of services, obligations, liabilities, equities, promises, contracts, losses, wrongs, injuries, debts, fees, monies, expenses, and compensation whatsoever, in law or equity, which Plaintiff has now or which may hereafter grow out of any and all known or unknown, foreseen or unforeseen economic or other injuries and any related claims arising from Plaintiff's association with Released Parties, including but not limited to employment discrimination, harassment, retaliation, and any other statutory or non-statutory tort or contractual claim ("Plaintiff's Release"). Plaintiff's Release does not extend to her Individual Claims (settled by a separate agreement), any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or that are based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns release Released Parties from any and all claims asserted or that could have been asserted based on the facts pled in the Operative Complaint, including but not limited to, state wage and hour claims for any and all violations of California's Labor Code and Unfair Competition Law based on (1) failing to pay for all hours worked, including overtime hours worked (Lab. Code §§ 218, 226.7, 510, 558, 1194, 1197, 1198, 1199, IWC Wage Orders); (2) failing to pay all wages owed twice per month (Lab. Code §§ 204, 210); (3) failing to pay minimum wage (Lab. Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) failing to provide compliant meal periods (Lab. Code §§ 226(a), 226.7, 512, 558, 1198, Wage Orders); (5) failing to provide rest periods (Lab. Code §§ 226, 226.7, 512, 558, 1198, Wage Orders); (6) failing to reimburse required business expenses (Lab. Code §§ 1198, 2802); (7) failing to provide accurate itemized wage statements and violating record-keeping requirements (Lab. Code §§ 226, 1174); (8) failing to pay all wages due upon termination (Lab. Code §§ 201, 202, 203, 227.3, 256); and (9) unlawful and unfair business practices (Bus. & Prof. Code § 17200, et seq.), and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of

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action under California law to the extent permissible, including, but not limited to, the California Labor Code and the applicable Wage Orders. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by PAGA Members: The PAGA Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged in the Operative Complaint and the PAGA Notice, including any and all claims for civil penalties under PAGA arising during the PAGA Period for the following claims: (1) failing to pay for all hours worked, including overtime hours worked (Labor Code §§ 218, 226.7, 510, 558, 1194, 1197, 1198, 1199, IWC Wage Orders); (2) failing to pay all wages owed twice per month (Labor Code §§ 204, 210); (3) failing to pay minimum wage ((Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) failing to provide compliant meal breaks (Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Orders); (5) failing to provide rest breaks (Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Orders); (6) failing to reimburse for required business expenses (Labor Code §§ 1198, 2802); (7) failing to provide accurate itemized wage statements and violating record keeping requirements (Labor Code §§ 226, 1174); (8) failing to pay all wages due upon termination (Labor Code §§ 201, 202, 203, 227.3, 256).

6. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 Defendant's Declarations in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel signed declarations from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their declarations, Defense Counsel and Defendant shall identify any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously (i) preparing and delivering to Defense Counsel the draft Motion for Preliminary Approval and all supporting documents; (ii) finalizing and filing the Motion for Preliminary Approval; (iii) obtaining a prompt hearing date for the Motion for Preliminary Approval; and (iv) appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties

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by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7 SETTLEMENT ADMINISTRATION.

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

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

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

7.5 Notice to Class Members.

7.5.01 No later than fourteen (14) days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.5.02 Using best efforts to perform as soon as possible but no later than fourteen (14) days of receipt of the Class Data, the Administrator will perform a National Change of Address ("NCOA") search and will mail the Class Notice substantially in the form attached to this Agreement as Exhibit A to the Settlement Class Members and PAGA Members at their last known address, via first-class United States Postal Service ("USPS") mail. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and 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.

7.5.03 Not later than three (3) business days after the Administrator's receipt of

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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.

7.5.04 The deadlines for Class Members' written Objections to the Settlement, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members from the date the Administrator re-mails the Notice. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.5.05 If prior to Final Approval the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, work 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 date in the Class Notice, whichever is later.

7.6 Requests for Exclusion (Opt-Outs).

7.6.01 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 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.

7.6.02 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.

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The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.6.03 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.6.04 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Members are deemed to release the claims identified in Paragraph 5 of this Agreement and are eligible for an Individual PAGA Payment.

7.6.05 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all Challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the Challenges, provided that contact information for those individuals shall be redacted from the documents provided to Class Counsel.

7.7 Objections to Settlement.

7.7.01 Only Participating Class Members may submit Objections to the class action components of the Settlement and/or this Agreement, including but not limited to contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Service Payment.

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7.7.02 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 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).

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

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

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

7.8.02 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; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid), provided that the contact information for those who have submitted such Request shall be redacted from the documents provided to Class Counsel

7.8.03 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, Objections received, Challenges to Workweeks and/or Pay Periods received, 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, Objections and Challenges received, provided that the contact information for those who have submitted such Request, Objection, or

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Challenge shall be redacted from the documents provided to Class Counsel.

7.8.04 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member Challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.05 Administrator's Declaration. Not later than 10 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written Objections and 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.

7.8.06 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.** The Class is estimated to include approximately 306 individuals who collectively worked approximately 26,000 workweeks from November 26, 2021 through July 16, 2026, the date of the mediation. Should the number of workweeks actually worked during the Class Period increase by more than 10% of the estimate stated (26,000 x 110% = 28,600), then, by written notice to Class Counsel no less than 30 days before the Court's hearing on the Motion for Preliminary Approval, Defendant has the options (a) to end the Class Period as of the date the actual workweek count reaches the 10% threshold, i.e., 28.600 workweeks; or (b) increase the Gross Settlement Amount for the workweeks actually worked over the 10% threshold (calculated as the percentage of those excess Workweeks times the Gross Settlement Amount. For example, if the number of Workweeks is 15% more than the estimated number 26,000 (for a total of 29,900 Workweeks), then the total increase in the Gross Settlement Amount will be an additional 5% (5% over the 10% limit), for an additional $45,000 in the Gross Settlement Amount ($900,000 x .05). To avoid potential contradiction with the MOU's 30-day advance notice requirement as above, the Parties' agree that hearing on the Motion for Preliminary Approval shall be calendared and held no earlier than December 15, 2026, thus establishing October 14, 2026 as

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the end of the Class Period and enabling Defendant to make a full, final Workweeks calculation with ample time to give that options notice in advance of that hearing.

9 **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List is 5% or more of the total of all Class Members, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10 **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a Motion for Final Approval of the Settlement, a Proposed Final Approval Order and Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

10.4 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters pursuant to CCP § 664.6 and CRC 3.769(h).

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

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

10.6 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of 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 Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12 ADDITIONAL PROVISIONS.

12.2 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, including the eligibility and qualification of Ms. Alvarado as Class Representative, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and 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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12.3 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

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

12.2.1 Non-Disclosure and Non-Publication. Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. Class counsel will not include or use the Settlement for any marketing or promotional purposes, or for attempting to influence Defendant's business relationships, either before or after the Motion for Preliminary Approval is filed. Following preliminary approval of the Settlement, the Class Representative and Class Counsel will not initiate any communications with the media or third parties. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will encourage her to adhere to, the restriction against initiating any media comment. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other lawsuits, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of this Action, to a court in a declaration by Class Counsel. Class Counsel may also include a general description of the Settlement on its website(s), but may not include the name(s) of any of the Parties, or the case name or case number of this Action.

12.4 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.

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

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

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

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

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

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

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

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

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

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12.14 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.

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

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

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

12.18 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:

Nazo Koulloukian
nazo@koullaw.com
Hilary Silvia
hilayr@koullaw.com
KOUL LAW FIRM, APC
217 South Kenwood St.
Glendale, CA 91205
Telephone: (213) 325-3032

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To Defendant:

Timothy Bowles
tbowles@tbowleslaw.com
LAW OFFICES OF TIMOTHY BOWLES, P.C.
One South Fair Oaks Avenue, Suite 301
Pasadena, California 91105

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

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

IT IS SO AGREED:

Veronica Alvarado

Date: 9/9/2026

ID TJADunzhP9PF9sgzZSshCbB8

Plaintiff and Class Representative

Date: 9/4/2026

Signed by:
Elba E. Villasenor
64CC8E1683BC4C5...

By: Elba Villasenor
Its: Secretary

APPROVED AS TO FORM:

KOUL LAW FIRM, APC

Date: 9/15/2026

Hilary Silvia
ID 2eKjW5fd2rqnegPSCBLvSFLW

Nazo Koulloukian
Hilary Silvia
Counsel for Plaintiff

LAW OFFICES OF TIMOTHY BOWLES, P.C.

Date: 9/4/2026

DocuSigned by:
Timothy Bowles
E7953E8A4A09495...

Timothy Bowles
Counsel for Defendant

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EXHIBIT A

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

READ CAREFULLY

Veronica Alvarado, et al. v. M.G.R. Cleanup Inc.

Alameda County Superior Court Case No. 25CV156895

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against M.G.R. Cleanup Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Veronica Alvarado ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of hourly, nonexempt employees who worked for Defendant during the Class Period beginning November 26, 2021, to the date the Court grants Preliminary Approval of the Settlement or October 14, 2026, whichever is earlier ("Class Members"); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all hourly, nonexempt employees who worked for Defendant during the PAGA Period beginning March 19, 2025, to the date the Court grants Preliminary Approval of the Settlement or October 14, 2026, whichever is earlier ("PAGA Members").

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

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. 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 Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

Defendant will fund the Settlement in two installments. Approximately fifty percent (50%) of your Individual Class Payment and, if any, your Individual PAGA Payment will be included in a first check, which the Settlement Administrator will mail within approximately 45 days after the Effective Date. The remaining portion of your Individual Class Payment and, if any, your Individual PAGA Payment will be included in a second check, which the Settlement Administrator will mail approximately six (6) months after the date the first check is mailed. Both checks will be subject to applicable withholding as described below, and a separate IRS Form W-2 or 1099 (as applicable) will be issued for each payment.

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

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

If you worked for Defendant during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(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 Defendant, and, if you are a PAGA Member, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

(3) **Object to the Settlement**. All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. See section 7 of this notice for more information.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

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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 Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by**	The amount of your Individual Class Payment and 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 Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **4** of this Notice.

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1. WHAT IS THE ACTION ABOUT?

The Action accuses Defendant of violating California labor laws by failing to pay all wages owed, including overtime and minimum wages, and wages due upon termination, as well as failing to provide meal periods, rest breaks, business expenses reimbursement, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Nazo Koulloukian of KOUL LAW FIRM, APC ("Class Counsel").

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

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced attorney to serve as a neutral mediator in an effort to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay $900,000 as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will pay the Gross Settlement Amount within 30 days of the date the Judgement is 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 Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

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A. Up to $300,000 (33.33% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to $25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $5,000 as a Class Representative Service Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive in this Action. Plaintiff has asserted individual claims against Defendant that are outside of and not contingent on this Action or the Settlement ("Individual Claims"). Plaintiff has settled those Individual Claims and will receive additional and separate consideration from Defendant for that settlement.

C. Up to $10,550 to the Administrator for services administering the Settlement.

D. Up to $25,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all Objections .

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

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. 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 do not cash it by the void date, your check will

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be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation designated by the Court, for example Legal Aid At Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104 ("Cy Pres Recipient"). As directed by the Court, the Parties, Class Counsel and Defense Counsel shall confirm they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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 _____, 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 _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc., (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release.

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

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release:

All Participating Class Members who do not opt out will release Defendant M.G.R. Cleanup Inc. and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates (the "Released Parties") from all wage and hour claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising during the Class Period against the Released Parties, that were asserted or could have been asserted based on the operative facts alleged in the Action including: (1) failing to pay for all hours worked, including overtime hours worked (Labor Code §§ 218, 226.7, 510, 558, 1194, 1197, 1198, 1199, IWC Wage Orders); (2) failing to pay all wages owed twice per month (Labor Code §§ 204, 210); (3) failing to pay minimum wage ((Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) failing to provide compliant meal breaks (Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Orders); (5) failing to provide rest breaks (Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Orders); (6) failing to reimburse for required business expenses (Labor Code §§ 1198, 2802); (7) failing to provide accurate itemized wage statements and violating record keeping requirements (Labor Code §§ 226, 1174); (8) failing to pay all wages due upon termination (Labor Code §§ 201, 202, 203, 227.3, 256); (9) unlawful and unfair business practices (Bus. & Prof. Code §17200, et. seq.); and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law to the extent permissible, including, but not limited to, the California Labor Code and the applicable Wage Orders.

10. PAGA Member Release.

After the Judgment is final and Defendant has paid the Gross Settlement Amount and separately paid the employer-side payroll taxes, all PAGA Members will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, 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 Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Action and the PAGA Notice, including any and all claims for civil penalties under PAGA arising during the PAGA Period for the following claims: (1) failing to pay for all hours worked, including overtime hours worked (Labor Code §§ 218, 226.7, 510, 558, 1194, 1197, 1198, 1199, IWC Wage Orders); (2) failing to pay all wages owed twice per month (Labor Code §§ 204, 210); (3) failing to pay minimum wage ((Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) failing to provide

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compliant meal breaks (Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Orders); (5) failing to provide rest breaks (Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Orders); (6) failing to reimburse for required business expenses (Labor Code §§ 1198, 2802); (7) failing to provide accurate itemized wage statements and violating record keeping requirements (Labor Code §§ 226, 1174); (8) failing to pay all wages due upon termination (Labor Code §§ 201, 202, 203, 227.3, 256).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $_____ by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, two checks to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Members, approximately six (6) months apart. Each check will combine a portion of the Individual Class Payment and, if any, the Individual PAGA Payment, consistent with the two-installment schedule described above.

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2. Non-Participating Class Members. The Administrator will send, by U.S. mail, two checks to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member), the first for approximately 50% of your Individual PAGA Payment, mailed within approximately 45 days after the Effective Date, and the second for the remaining portion of your Individual PAGA Payment, mailed approximately six (6) months after the date the first check is mailed. A separate IRS Form 1099 will be issued for each payment.

   IMPORTANT- This settlement will be paid in two separate checks approximately 6 months apart. Your checks will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed 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 *Veronica Alvarado, et al. v. M.G.R. Cleanup Inc.,* Case No. 25CV156895 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. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval and Attorneys' Fees, Litigation Expenses, and Service Award that includes, among other things, (i) the reasons why the proposed Settlement is fair, (ii) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (iii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____(url)_____ or the Court's website _____(url)_____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written Objections to the Administrator is _____**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure

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you identify the Action as *Veronica Alvarado, et al. v. M.G.R. Cleanup Inc.,* Case No. 25CV156895 and include your name, current address, telephone number, and approximate dates of employment for Defendant and **sign the objection**. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at __(time) in _____ of the Alameda County Superior Court, located at _____. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amountwill be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at https://www.ilymgroup.com/cases You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT. DO NOT CONTACT ANY OF DEFENDANT'S LOCATIONS, MANAGERS, OWNERS, SUPERVISORS OR DEFENDANT'S ATTORNEY WITH QUESTIONS ABOUT THIS NOTICE.

Class Counsel:

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KOUL LAW FIRM, APC
217 South Kenwood St.
Glendale, CA 91205
Telephone: (213) 325-3032

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Settlement Administrator: ILYM Group, Inc.
Email Address: **fill in …**
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECKS?

If you lose or misplace a settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

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