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STATE OF CALIFORNIA

SUPERIOR COURT FOR THE COUNTY OF TULARE

VERONICA ENRIQUEZ, an individual, on
behalf of herself and all others similarly
situated,

Plaintiffs,

v.

ALL AMERICAN LABOR SERVICE, INC.,
a California corporation, and DOES 1-50,
inclusive,

Defendants.

Case Nos.: VCU310439
VCU305475

**CLASS ACTION AND PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT**

This Class Action and Private Attorneys General Act Settlement Agreement ("Agreement")
is made by and between Plaintiff Veronica Enriquez ("Plaintiff") on behalf of herself, the putative

1 class, and aggrieved employees, and Defendant All American Labor Service, Inc. ("Defendant").
2 The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

3 **1. DEFINITIONS**

4 1.1. "Actions" collectively means the matters of *Veronica Enriquez et al. v. All American*
5 *Labor Service, et al.*, Tulare County Superior Court, Case No. VCU305475 (sometimes individually
6 referred to herein as the "PAGA Action"), and *Veronica Enriquez et al. v. All American Labor*
7 *Service, et al.*, Tulare County Superior Court, Case No. VCU310439 (sometimes individually
8 referred to herein as the "Class Action").

9 1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed
10 to appoint to administer this settlement.

11 1.3. "Aggrieved Employee" means a person directly employed by Defendant in
12 California and classified as a non-exempt employee who worked during the PAGA Period.

13 1.4. "Class" means all persons directly employed by Defendant in California and
14 classified as a non-exempt employee who worked during the Class Period.

15 1.5. "Class Counsel" means Nazo Koulloukian of Koul Law Firm, APC.

16 1.6. "Class Data" means each Class Member's name, last-known mailing address, Social
17 Security number, number of Class Workweeks, and number of PAGA Pay Periods.

18 1.7. "Class Member" means a member of the Class, as either a Participating Class
19 Member or Non-Participating Class Member (including a Non-Participating Class Member who
20 qualifies as an Aggrieved Employee).

21 1.8. "Class Notice" means the Court-approved Notice of Class Action Settlement and
22 Hearing Date for Final Court Approval, in substantially the same form as that attached as Exhibit
23 "A" hereto.

24 1.9. "Class Workweeks" means any workweek during the Class Period in which a Class
25 Member was employed directly by Defendant and was issued payment by Defendant for wages for
26 work performed within the workweek.

27 1.10. "Class Period" means the period from June 25, 2020, through the date the Court
28 grants preliminary approval of this Agreement, unless modified by Defendant pursuant to Section 8

1 of this Agreement in Defendant's sole discretion.

2 1.11. "Court" means the Superior Court of California, County of Tulare.

3 1.12. "Defense Counsel" means Ian Wieland and Paul Parvanian of Sagaser Watkins &
4 Wieland PC.

5 1.13. The "Effective Date" of this Agreement is the later of the following dates: (1) the
6 date the Parties receive notice that the Court finally approves this settlement, if no objections are
7 filed to the settlement; (2) if objections are filed and overruled, and no appeal is taken of the final
8 approval order, 60 days after the final approval order is signed; or, (3) if an appeal is taken from the
9 Court's overruling of objections to the settlement, 10 days after the appeal is withdrawn or after an
10 appellate decision affirming the final approval order becomes final.

11 1.14. "Gross Settlement Amount" means \$300,000.00, which is the total amount
12 Defendant agrees to pay under the Settlement, unless modified by Defendant pursuant to Section 8
13 of this Agreement, in Defendant's sole discretion. The Gross Settlement Amount will be used to pay
14 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel
15 Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's
16 Expenses, all of which are defined and/or set forth herein.

17 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following
18 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
19 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
20 Litigation Expenses Payment, and the Administration Expenses Payment (all of which are defined
21 and/or set forth herein).

22 1.16. "Non-Participating Class Member" means any Class Member who opts out of the
23 Settlement by sending the Administrator a valid and timely Request for Exclusion.

24 1.17. "PAGA" means the California Private Attorneys General Act of 2004 (Labor Code
25 §§ 2698 et seq.).

26 1.18. "PAGA Pay Period" means any Pay Period during the PAGA Period in which an
27 Aggrieved Employee was employed directly by Defendant and was issued payment by Defendant
28 for wages for work performed within the Pay Period.

1.19. "PAGA Period" means the period from October 27, 2022, through the date the Court grants the preliminary approval of this Agreement.

1.20. "PAGA Notice" means Plaintiff's letter to Defendant and the California Labor and Workforce Development Agency ("LWDA"), dated October 27, 2023, providing notice pursuant to Labor Code § 2699.3(a) and other related code sections.

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

1.22. "Released Parties" means Defendant together with its present and former parents, subsidiaries, affiliated entities, commonly owned or controlled entities, present and former owners, board members, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns, and any individual or entity to whom liability for claims released by Plaintiff, or the Released Class Claims and Released PAGA Claims, could be assigned pursuant to Labor Code section 558.1, or on a joint-employer, alter-ego, or other joint or vicarious liability theory.

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

1.24. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees (plus an additional 14 days, in the case of Class Members whose Class Notices are resent by the Administrator after being returned as undeliverable), and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the settlement.

2. RECITALS

2.1. On January 25, 2024, Plaintiff commenced the PAGA Action by filing a Representative Action Complaint against Defendant. On June 25, 2024, Plaintiff commenced the Class Action by filing a Class Action Complaint against Defendant. Collectively, both complaints in the PAGA Action and Class Action, including any amendments thereto, are referred to herein as the "Complaints." Defendant denies the allegations in the Complaints and in the Actions, denies any failure to comply with the law, and denies any liability for the claims alleged in the Complaints

1 and/or in the Actions.

2 2.2. Pursuant to relevant PAGA and Labor Code statutes, Plaintiff gave timely written
3 notice to Defendant and the LWDA by sending the PAGA Notice.

4 2.3. On December 17, 2024, the Parties participated in an all-day mediation presided over
5 by neutral mediator Scott Radovich, which led to this Agreement to settle the Actions.

6 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the estimated
7 numbers of Class Members, Aggrieved Employees, workweeks, and pay periods, as well as sample
8 time records, sample payroll records, written policies, and related information. Plaintiff believes
9 her investigation was sufficient to satisfy the criteria pursuant to the law and for any court approvals.

10 2.5. The Court has not granted class certification in the Class Action.

11 **3. MONETARY TERMS**

12 3.1. Gross Settlement Amount. Defendant promises to pay \$300,000.00 and no more as
13 the Gross Settlement Amount, unless modified by Defendant pursuant to Section 8 of this
14 Agreement in Defendant's sole discretion, and to separately pay any and all employer payroll taxes
15 owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay
16 the Gross Settlement Amount (or any employer payroll taxes) prior to the deadlines stated in Section
17 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without
18 asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a
19 condition of payment. None of the Gross Settlement Amount will revert to Defendant.

20 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
21 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
22 Court in its final approval of this Agreement:

23 3.2.1. To Plaintiff: Class representative service payment to the Plaintiff of not more
24 than \$10,000.00 (the "Class Representative Service Payment"), in addition to any Individual
25 Class Payment and any Individual PAGA Payment the Plaintiff is entitled to receive as a
26 Participating Class Member and Aggrieved Employee. If the Court approves a Class
27 Representative Service Payment less than the amount requested, the Administrator will retain
28 the remainder in the Net Settlement Amount, and Plaintiff's general release of claims and waiver

of rights under Civil Code section 1542 will remain intact. The Administrator will pay the Class Representative Service Payment using IRS Form 1099.

3.2.2. To Class Counsel: A class counsel fees payment of not more than one-third, which is currently estimated to be \$100,000.00 ("Class Counsel Fees Payment"), and a class counsel litigation expenses payment of not more than \$30,000.00 ("Class Counsel Litigation Expenses Payment"). 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. Defendant and Released Parties shall have no liability to Plaintiff, Class Counsel, or any other attorneys for Plaintiff arising from 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.

3.2.3. To the Administrator: An administrator expenses payment not to exceed \$17,500.00 except for a showing of good cause and as approved by the Court (the "Administrator Expenses Payment"). To the extent the administration expenses are less than \$17,500.00, or the Court approves payment less than \$17,500.00, the Administrator will allocate 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 Class Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's Class Workweeks (the "Individual Class Payment"). Two and a half percent (2.5%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion of Individual Class Payments are subject to tax withholding and will be reported on an IRS W-2 Form. Two and a half percent (2.5%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of reimbursement claims, and Ninety-Five Percent (95%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion of Individual Class

1 Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Non-
2 Participating Class Members will not receive any Individual Class Payments. The Administrator
3 will retain amounts equal to the Individual Class Payments in the Net Settlement Amount for
4 distribution to Participating Class Members on a pro rata basis.

5 3.2.5. To the LWDA and Aggrieved Employees: PAGA penalties in the amount of
6 \$30,000.00 to be paid from the Gross Settlement Amount (the "PAGA Penalties"), with Seventy
7 Five Percent (75%) (\$22,500.00) allocated to the LWDA PAGA payment (the "LWDA PAGA
8 Payment"), and Twenty Five Percent (25%) (\$7,500.00) allocated to the individual PAGA
9 payments (the "Individual PAGA Payments"). The Administrator will calculate each Individual
10 PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA
11 Penalties (\$7,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved
12 Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved
13 Employee's PAGA Pay Periods. If the Court approves PAGA Penalties of less than the amount
14 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
15 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

16 **4. SETTLEMENT FUNDING AND PAYMENTS.**

17 4.1. Class Size. Based on a review of its records, Defendant estimates there are
18 approximately 2,447 Class Members who collectively worked a total of approximately 30,000
19 workweeks through a time period on or about the date of the mediation.

20 4.2. Class Data. Not later than thirty (30) days after service of the Court's preliminary
21 approval order of this settlement and Agreement, Defendant will deliver the Class Data to the
22 Administrator, in the form of a spreadsheet. To protect Class Members' privacy rights, the
23 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of
24 this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
25 employees who need access to the Class Data to effect and perform under this Agreement. The
26 Administrator shall not disclose any Class Member or Aggrieved Employee information to Plaintiff,
27 attorneys for Plaintiff, third parties, or to any of their agents, consultants, experts, or subcontractors,
28 without Defendant's prior written consent.

4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount, and also fund the amounts necessary to pay Defendant's share of employer-side payroll taxes on the Wage Portions of the Individual Class Payments as calculated by the Administrator by transmitting the Gross Settlement Amount and amounts necessary to fund Defendant's share of employer-side payroll taxes to the Administrator no later than sixty (60) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom a Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom a Class Notice was returned undelivered). The Administrator may send Participating Class Members and Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment.

4.4.2. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without 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, as 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 Court approved nonprofit organization or foundation consistent with Code of Civil Procedure section 384 subd. (b) ("Cy Pres Recipient"). The Parties have selected Valley Children's Hospital, a nonprofit corporation, as the 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, bonuses, vacation plans, sick leave plans, PTO plans, regular rate of pay calculations, or other benefit plans) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

5.1. Effective Date of Release. The releases described in this Agreement shall take effect upon the Effective Date.

5.2. Plaintiff's General Release. Plaintiff, on behalf of Plaintiff and on behalf of Plaintiff's respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, agrees to waive, release, acquit and forever discharge the Defendant and Released Parties from any and all claims, whether known or unknown, which exist or may exist on Plaintiff's behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute,

law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, except for claims to enforce this Agreement or claims that Plaintiff cannot release via a general release as a matter of law (referred to herein as "Plaintiff's General Release").

5.3. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. 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, which could materially affect Plaintiff's decision to agree to the releases set forth in this Agreement. Nonetheless, Plaintiff voluntarily assumes this risk, and agrees that Plaintiff's General Release shall remain in effect notwithstanding such different or additional discoveries. To this end, Plaintiff expressly waives and relinquishes Plaintiff's rights under California Civil Code section 1542, which provides:

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.

5.4. Release by Participating Class Members and Aggrieved Employees:

5.4.1. Release of Class Claims: As of the Effective Date, all Participating Class Members shall release, waive, acquit and forever discharge Defendant and Released Parties of all claims, whether known or unknown, which exist or may exist as of the date of this Agreement, that are not assertable under PAGA, and that Plaintiff alleged, or could have alleged, based on the facts pled in the Complaints, and which arose or existed during the Class Period (the "Released Class Claims"). Without limiting the foregoing, Released Class Claims shall include:

5.4.1.1. All claims relating to: (i) unpaid wages (including claims for failure

1 to pay minimum wages, straight time wages, overtime and double-time compensation); (ii)
2 the timeliness of wage payments (whether regular or final wages); (iii) the failure to provide
3 compliant meal, rest, and cool down recovery periods; (iv) the failure to pay premiums for
4 violations of meal, rest, and recovery period laws (including the failure to make premium
5 payments at all, or failure to make premium payments at the correct rate of pay); (v) the
6 provision of wage statements and wage statement violations; (vi) the failure to maintain
7 accurate employment records and record keeping violations; (vii) the reimbursement of
8 necessary business expenses; (viii) the failure to pay reporting time pay (including the failure
9 to pay reporting time pay at all when required by law, or failure to pay reporting time pay at
10 the correct rate of pay); (ix) the failure to provide suitable resting facilities; (x) refusal to
11 make payment, (xi) unlawful deductions, (xii) semimonthly payment violations, (xiii)
12 California day of rest violations, (xiv) standard conditions of labor violations, (xv) statutory
13 wage violations, (xvi) failure to pay vested vacation and paid time off, (xvii) final pay
14 violations, (xviii) unlawful agreements and unlawful criminal history inquiries, and (xix)
15 unlawful and unfair business practices resulting from any of the foregoing claims pursuant
16 to California Business and Professions Code sections 17200 et seq.

17 5.4.1.2. All claims arising under California Labor Code sections 98, 98.6, 200,
18 201, 202, 203, 204, 204b, 206, 208, 210, 218, 218.5, 218.6, 221, 222, 222.5, 223, 225, 225.5,
19 226, 226.2, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3,
20 248.5, 248.6, 248.7, 256, 432, 432.5-432.7, 510, 512, 551-553, 558, 558.1, 1024.5, 1174,
21 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2800, 2802, 2804,
22 2810.5, , 8 C.C.R. section 11160, applicable Industrial Welfare Commission Wage Orders,
23 including but not limited to sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18 and 20 of the
24 applicable wage orders and the provisions of the California Code of Regulations codifying
25 the applicable wage orders; 8 C.C.R. sections 3202, 3395; California Business and
26 Professions Code sections 17200-17208; California Civil Code sections 3287, 3289, and
27 3294; California Code of Civil Procedure section 1021.5 and 1032; and related claims under
28 the applicable provisions of the Fair Labor Standards Act (29 U.S.C. sections 201, et seq.).

1 5.4.1.3. All remedies associated with any of the claims described herein,
2 including but not limited to compensatory, consequential, incidental, liquidated, and punitive
3 damages; statutory penalties; restitution; interest; costs; attorneys' fees; monetary,
4 injunctive, equitable or other relief.

5 5.4.2. Release of PAGA Claims: As of the Effective Date, Plaintiff, all Aggrieved
6 Employees, and the LWDA shall release, waive, acquit and forever discharge Defendant and
7 Released Parties of all claims, rights, demands, liabilities, allegations, penalties, and causes of
8 action that were pled, alleged, or reasonably could have been alleged under PAGA and that
9 Plaintiff alleged, or could have alleged, based on the facts pled in the Complaints and in
10 Plaintiff's PAGA Notice, and which arose or existed during the PAGA Period (the "Released
11 PAGA Claims"). Without limiting the foregoing, Released PAGA Claims shall include:

12 5.4.2.1. All claims recoverable under PAGA relating to: (i) unpaid wages
13 (including claims for failure to pay minimum wages, straight time wages, overtime and
14 double-time compensation); (ii) the timeliness of wage payments (whether regular or final
15 wages); (iii) the failure to provide compliant meal, rest, and recovery periods; (iv) the failure
16 to pay premiums for violations of meal, rest, and recovery period laws (including the failure
17 to make premium payments at all, or failure to make premium payments at the correct rate
18 of pay); (v) the provision of wage statements and wage statement violations; (vi) the failure
19 to maintain accurate employment records and record keeping violations; (vii) the failure to
20 pay reporting time pay (including the failure to pay reporting time pay at all when required
21 by law, or failure to pay reporting time pay at the correct rate of pay); (viii) the
22 reimbursement of necessary business expenses, (ix) violations of Labor Code sections
23 226(b)-(c), 1198.5, and 432, including pay and time records and personnel records, (x) the
24 failure to provide suitable resting facilities, (xi) violations of Labor Code section 226.2, (xii)
25 violation of California Labor Code sections 245-248.5, (xiii) failure to provide supplemental
26 sick leave, (xiv) refusal to make payment, (xv) unlawful deductions, (xvi) semimonthly
27 payment violations, (xvii) reporting time pay violations, (xviii) violation of California day
28 of rest laws, (xix) seating violations, (xx) standard conditions of labor violations, (xxi)

1 statutory wage violations, (xxii) failure to pay vested vacation and paid time off, (xxiii) final
2 pay violations, (xxiv) violation of Labor Code 208, and (xxv) unlawful agreements and
3 unlawful criminal history inquiries.

4 5.4.2.2. All claims recoverable under PAGA and set forth in California Labor
5 Code sections 98, 201-203, 204, 208, 210, 216, 218.5, 221-223, 225.5, 226, 226.2, 226.3,
6 226.6, 226.7, 227.3, 233-234, 245-248.5, 256, 432, 432.5-432.7, 510, 512, 551-553, 558,
7 558.1, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804,
8 2810.5, 8 C.C.R. sections 3202, 3395, 11160, Sec. 18, 8 C.C.R., Bus. & Prof. Code sections
9 17200 et seq., claims and civil penalties for the Released PAGA Claims available under
10 California Labor Code sections 2698 et seq, and applicable Industrial Welfare Commission
11 Wage Orders, including but not limited to, sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14,
12 18, and 20.

13 5.5. Releases Effective Regardless of Receipt of Class Notice and/or Payment. The
14 releases described in these sections shall bind all Participating Class Members and Aggrieved
15 Employees regardless of whether they receive the Class Notice, receive their Individual Class
16 Payment and/or Individual PAGA Payment, and/or whether they deposit their Individual Class
17 Payment and/or Individual PAGA Payment.

18 5.6. Construction. The Parties intend that the releases in this Agreement be construed as
19 broadly as possible.

20 5.7. Resolution of Good Faith Dispute. The Parties warrant and represent that the releases
21 for Participating Class Members and Aggrieved Employees resolve, pursuant to Labor Code
22 sections 206 and 206.5, and applicable case law (including but not limited to *Chindarah v. Pick Up*
23 *Stix, Inc.* (2009) 171 Cal.App.4th 796) a good faith dispute regarding any and all wages, if any,
24 owed by Defendant to Participating Class Members and Aggrieved Employees through their last
25 day of employment with Defendant within the Class Period and PAGA Period. The Parties further
26 warrant and represent that the Gross Settlement Amount described in this Agreement is in addition
27 to any undisputed wages and other benefits owed to Class Members by Defendant.

28 6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff shall prepare and file a motion

1 for preliminary approval ("Motion for Preliminary Approval").

2 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel, at
3 least seven (7) calendar days prior to filing with the Court, all documents necessary for obtaining
4 Preliminary Approval, including but not limited to: (i) a draft of the notice and memorandum in
5 support of the Motion for Preliminary Approval; (ii) a draft proposed Order Granting Preliminary
6 Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator; (v)
7 a signed declaration from Plaintiff; (vi) a signed declaration from Class Counsel; and (vii) proof of
8 Plaintiff's timely transmission to the LWDA of all necessary documents.

9 6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously
10 finalizing and filing the Motion for Preliminary Approval no later than 75 days after the full
11 execution of this Agreement; obtaining a hearing date for the Motion for Preliminary Approval; and
12 for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel
13 is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

14 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
15 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
16 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or
17 by telephone, and in good faith, to attempt to resolve the disagreement. If the Court does not grant
18 Preliminary Approval or conditions Preliminary Approval on any material change to this
19 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the
20 Parties by meeting in good faith to attempt to modify the Agreement and otherwise attempt to satisfy
21 the Court's concerns. However, no Party shall be obligated to consent to any material change
22 (including but not limited to changes to the Gross Settlement Amount or the releases) set forth herein
23 in the Agreement, whether or not such material change is caused or requested by the Court.

24 7. SETTLEMENT ADMINISTRATION

25 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc., to
26 serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc.,
27 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
28 Agreement in exchange for the Administration Expenses Payment. The Parties, Class Counsel, and

1 Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the
2 Administrator other than a professional relationship arising out of prior experiences administering
3 settlements.

4 7.2. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
5 meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation
6 section 468B-1.

7 7.3. Notice to Class Members.

8 7.3.1. No later than five (5) business days after receipt of the Class Data, the
9 Administrator shall notify Class Counsel that the list has been received and state the number of
10 Class Members, Aggrieved Employees, Class Workweeks, and PAGA Pay Periods in the Class
11 Data.

12 7.3.2. Using best efforts to perform as soon as possible, and in no event later than
13 thirty (30) days after receiving the Class Data, the Administrator will send to all Class Members
14 identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class
15 Notice substantially in the form attached to this Agreement as Exhibit A.

16 7.3.3. Not later than five (5) business days after the Administrator's receipt of any
17 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
18 Notice using any forwarding address provided by the USPS. If the USPS does not provide a
19 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-
20 mail the Notice Packet to the most current address obtained. The Administrator has no obligation
21 to make further attempts to locate or send a Class Notice to Class Members whose Class Notice
22 is returned by the USPS a second time.

23 7.3.4. The deadlines for Class Members' written objections, Challenges to Class
24 Workweeks and/or PAGA Pay Periods (disputes), and Requests for Exclusion will be extended
25 an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class
26 Notice for all Class Members whose notice is re-mailed. The Administrator will inform the
27 Class Member of the extended deadline with the re-mailed Class Notice.

28 7.3.5. If the Administrator, Defendant, or Class Counsel is contacted by or

otherwise discovers any persons who believe they should have been included in the Class Data and should have received the Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send a Class Notice requiring them to exercise options under this Agreement within the timeframes applicable to Class Members whose Notice Packet is re-mailed by the Administrator.

7.4. Requests for Exclusion (Opt-Outs).

7.4.1. 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 forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (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.

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

7.4.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of this settlement and this Agreement, including the Participating Class Members' releases and Released Class Claims in this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice, an Individual Class Payment, objects to the settlement, or disputes the pay periods set forth in the

1 Class Notice.

2 7.4.4. Every Class Member who submits a valid and timely Request for Exclusion
3 is a Non-Participating Class Member and shall not receive an Individual Class Payment or have
4 the right to object to the class action components of the settlement.

5 7.4.5. All Aggrieved Employees are entitled to all benefits and bound by all terms
6 and conditions of the Settlement as they pertain to PAGA claims, including the Aggrieved
7 Employees' releases and Released PAGA Claims in this Agreement, regardless of whether the
8 Aggrieved Employee actually receives the Class Notice, an Individual PAGA Payment, objects
9 to the settlement, or disputes the pay periods set forth in the Class Notice.

10 7.5. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five
11 (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
12 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and
13 PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member
14 may challenge the allocation by communicating with the Administrator via fax, email or mail, and
15 must submit supporting documentation. In the absence of any contrary documentation, the
16 Administrator is entitled to presume that the Class Workweeks and PAGA Pay Periods contained in
17 the Class Data are correct. The Administrator's determination of each Class Member's allocation
18 of Class Workweeks and/or PAGA Pay Periods shall be final and not susceptible to challenge. The
19 Administrator shall promptly provide copies of all challenges to calculation of Class Workweeks
20 and/or PAGA Pay Periods and the Administrator's determination as to such challenges to Defense
21 Counsel and Class Counsel, except that any information provided to Class Counsel in relation to
22 pay period disputes shall not contain any personal identifying information (e.g., names and contact
23 information) of the Class Members.

24 7.6. Objections to Settlement.

25 7.6.1. Only Participating Class Members may object to the class action components
26 of the settlement and/or this Agreement, including contesting the fairness of the settlement,
27 and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation
28 Expenses Payment, and/or the Class Representative Service Payment.

7.6.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the final approval hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

7.6.3. Non-Participating Class Members have no right to object to any of the class action components of this settlement.

7.7. 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.

7.7.1. Email Address, Fax Number, and Toll-Free Number. The Administrator will establish and maintain and use an email address, fax number, and a toll-free telephone number to receive Class Member emails, faxes, and calls.

7.7.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review 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 Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and, (c) copies of all Requests for Exclusion documentation submitted (whether valid or invalid). Upon request, the Administrator may provide summary information regarding the information described in this section to Class Counsel, but shall not provide any personal identifying information (e.g., names and contact information) to Class Counsel.

7.7.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Class Workweeks and/or

1 PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments
2 and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the
3 Administrator's assessment of the validity of Requests for Exclusion and attach copies of all
4 Requests for Exclusion and objections received, except that any information provided to Class
5 Counsel shall not contain any personal identifying information (e.g., names and contact
6 information) of the Class Members

7 7.7.4. Class Workweeks and/or PAGA Pay Period Challenges. The Administrator
8 has the authority to address and make final decisions consistent with the terms of this Agreement
9 on all Class Member challenges regarding the calculation of Class Workweeks and/or PAGA
10 Pay Periods.

11 7.7.5. Administrator's Declaration. Not later than ten (10) days before the date by
12 which Plaintiff is required to file the motion for final approval of this settlement, the
13 Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable
14 for filing in Court attesting to its due diligence and compliance with its obligations under this
15 Agreement, including, but not limited to, its mailing of the Class Notices, the Class Notices
16 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
17 total number of Requests for Exclusion it received (both valid or invalid), and the number of
18 written objections received. The Administrator shall provide, along with such declaration, the
19 Exclusion List with all personal identifying information (e.g., names and contact information)
20 redacted. The Administrator will supplement its declaration as needed or requested by the
21 Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
22 declaration(s) in Court.

23 7.7.6. Final Report by Administrator. Within fourteen (14) days after the
24 Administrator disburses the Gross Settlement Amount, the Administrator will provide Class
25 Counsel and Defense Counsel with a final report detailing its disbursements. All personal
26 identifying information (e.g., names and contact information) shall be redacted from the report.
27 At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare,
28 and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in

1 Court attesting to its disbursement of all payments required under this Agreement. Class Counsel
2 is responsible for filing the Administrator's declaration in Court.

3 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** If the actual number of
4 workweeks worked by Class Members during the time period of June 25, 2020 through the date of
5 the Court's preliminary approval grows by more than ten percent (10%), or more than 33,000
6 workweeks, then Defendant will have the option, at Defendant's sole discretion, to either: (1)
7 increase the Gross Settlement Amount proportionately for the excess increase in the total number
8 of workweeks beyond the 33,000 (so that the Gross Settlement Amount will increase by 1% for
9 every 1% increase in pay periods over the 10% threshold), or (2) modify the applicable Class Period
10 end date to a date prior to incurring the pro rata increase to keep the maximum workweeks at 33,000
11 and not trigger the escalator clause. The PAGA Period shall extend through the date of the Court's
12 preliminary approval and shall not be subject to any pro rata increase.

13 **9. DEFENDANT'S RIGHT TO WITHDRAW.** Defendant shall have the right, at its sole
14 discretion, to terminate this settlement and this Agreement if more than 10% of Class Members
15 timely elect to exclude themselves from this settlement, as determined by the Administrator. If
16 Defendant exercises its right under this section, Defendant shall be solely liable for administrative
17 costs incurred by the Administrator. Defendant must exercise its right to terminate this settlement
18 and this Agreement in a writing to Class Counsel stating an intention to terminate this settlement
19 and this Agreement within thirty (30) days of receiving the final Exclusion List from the
20 Administrator.

21 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
22 final approval hearing, Plaintiff will file in Court, a motion for final approval of this settlement that
23 includes a request for approval of the PAGA settlement under Labor Code section 2699 et seq., a
24 proposed final approval order, and a proposed judgment (collectively the "Motion for Final
25 Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than ten
26 (10) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will
27 meet and confer in person or by telephone, and in good faith, to attempt to resolve any disagreements
28 concerning the Motion for Final Approval.

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

10.2. Duty to Cooperate. If the Court does not grant final approval or conditions final approval on any material change to the Agreement (including but not limited to the scope of the releases or changes to the Gross Settlement Amount), the Parties shall expeditiously work together in good faith to address the Court's concerns in an endeavor to attempt to revise the Agreement as necessary to obtain final approval. No Party shall be obligated to consent to any material change in the Agreement, whether or not such material change is caused or requested by the Court. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this section.

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

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

Settlement Amount remains unchanged. No party shall be obligated to consent to any material change in the Agreement, whether or not such material change is caused or requested by a reviewing court.

11. ADDITIONAL PROVISIONS.

11.1. 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 Complaint have merit or that Defendant has any liability for any claims asserted, nor shall this Agreement be intended or construed as an admission by Plaintiff that Defendant's defenses in the Actions 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 not grant preliminary approval, final approval, or enter judgment, there shall be no class certification or representative treatment of any kind, Defendant reserves the right to contest certification of any class for any reasons, Defendant reserves all available defenses to the claims in the Actions. The settlement, this Agreement, and the Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this settlement and this Agreement).

11.2. Confidentiality. Plaintiff and Class 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 this Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; or (4) in response to an inquiry or subpoena issued by a state or federal government agency. Thereafter, Plaintiff and Class Counsel further agree not to disclose this settlement to current or former employees of Defendant, to the media, or on any websites, blogs, social media, and/or online platforms. Class Counsel shall have the ability to disclose this Settlement in the

1 following circumstances: (i) disclosures necessary to comply with the law, judicial processes, or for
2 financial planning or tax preparation purposes; or (ii) to the extent needed to enforce this Agreement.
3 Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or
4 subpoena seeking such information. To the extent permitted by law, all agreements made, and
5 orders entered during Actions and in this Agreement relating to the confidentiality of information
6 shall survive the execution of this Agreement.

7 11.3. No Solicitation. The Parties agree that they and their respective counsel and
8 employees will not solicit any Class Member to opt out of or object to this settlement, or appeal
9 from any judgment relating to this settlement.

10 11.4. Integrated Agreement. Upon execution by the Parties, this Agreement together with
11 its attached exhibits shall constitute the entire agreement between the Parties relating to this
12 settlement, superseding any and all oral representations, warranties, covenants, or inducements
13 made to or by any Party.

14 11.5. Cooperation. The Parties and their counsel will cooperate with each other and use
15 their best efforts, in good faith, to implement this settlement. In the event the Parties are unable to
16 agree upon the form or content of any document necessary to implement this settlement, or on any
17 modification of the Agreement that may become necessary to implement the Settlement, the Parties
18 will seek the assistance of mediator Scott Radovich for possible resolution. Nothing in this section
19 shall be construed as obligating the Parties to consent to any material change in the Agreement,
20 whether or not such material change is caused or requested by the Court or a reviewing court.

21 11.6. No Prior Assignments. The Parties separately represent and warrant that they have
22 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
23 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,
24 or right released and discharged by the Party in this settlement.

25 11.7. No Tax Advice. Plaintiff, Class Counsel, Defendant, and Defense Counsel are not
26 providing any advice regarding taxes or taxability, nor shall anything in this settlement or
27 Agreement be relied upon as such within the meaning of United States Treasury Department
28 Circular 230 (31 CFR Part 10, as amended) or otherwise. Plaintiff and Class Counsel are

1 independently relying on their own accountants and/or tax professionals in connection with this
2 settlement. Plaintiff, Class Counsel, Participating Class Members, and Aggrieved Employees
3 assume full responsibility and liability for taxes owed on payments they may receive, and agree to
4 hold Defendant harmless and indemnify Defendant from any dispute or controversy regarding any
5 division, sharing, or taxation of any payments.

6 11.8. Modification of Agreement. This Agreement, and all parts of it, may be amended,
7 modified, changed, or waived only by an express written instrument signed by all Parties, and
8 approved by the Court.

9 11.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure
10 to the benefit of, the successors of each of the Parties.

11 11.10. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
12 governed by and interpreted according to the internal laws of the state of California, without regard
13 to conflict of law principles.

14 11.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
15 of this Agreement. This Agreement will not be construed against any Party on the basis that the
16 Party was the drafter or participated in the drafting.

17 11.12. Use and Return of Class Data. Information provided to Class Counsel pursuant to
18 California Evidence Code section 1152, and all copies and summaries of the Class Data provided to
19 Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
20 connection with this settlement, may be used only with respect to this settlement, and no other
21 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
22 or rule of court. Not later than sixty (60) days after the Effective Date, Plaintiff shall destroy all
23 paper and electronic versions of Class Data received from Defendant unless, prior to the Effective
24 Date, Defendant makes a written request to Class Counsel for the return, rather than the destruction,
25 of Class Data.

26 11.13. Headings. The descriptive heading of any section or section of this Agreement is
27 inserted for convenience of reference only.

28 11.14. 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 legal holiday, such date or deadline shall be on the first business day thereafter.

11.15. 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 the Parties exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

Dated: 0529, 2025

VERONICA ENRIQUEZ

By: 
ID f0ZoAIRPEbCbuWTtwewAhJJWg

Dated: , 2025

ALL AMERICAN LABOR SERVICE, INC.

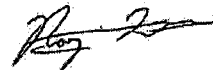
By: _____

Its: _____

Approved as to Form Only

Dated: June 3, 2025

KOUL LAW FIRM, APC

By: 
Nazo Koulloukian, Attorneys for Plaintiff
Veronica Enriquez

Dated: June 6, 2025

SAGASER, WATKINS & WIELAND PC

By: 
Ian B. Wieland
Paul M. Parvanian
Attorneys for Defendant All American
Labor Service, Inc. _____

shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or legal holiday, such date or deadline shall be on the first business day thereafter.

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Dated: _____, 2025

VERONICA ENRIQUEZ

By: _____

Dated: 5-16, 2025

ALL AMERICAN LABOR SERVICE, INC.

By: Ga Zel

Its: President

Approved as to Form Only

Dated: _____, 2025

KOUL LAW FIRM, APC

By: _____

Nazo Koulloukian, Attorneys for Plaintiff
Veronica Enriquez _____

Dated: _____, 2025

SAGASER, WATKINS & WIELAND PC

By: _____

Ian B. Wieland
Paul M. Parvanian
Attorneys for Defendant All American
Labor Service, Inc. _____

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF TULARE

Enriquez v. All American Labor Service, Inc.

Case Nos.: VCU310439 and VCU305475

This Notice provides important information about a proposed settlement in the class action lawsuit filed by Veronica Enriquez ("Plaintiff") against All American Labor Service, Inc. ("Defendant") and your rights to participate in, exclude yourself from, or object to the settlement.

A. Summary of the Claims

Plaintiff alleges Defendant violated California labor laws, including but not limited to: (1) record keeping violations; (2) failure to provide compliant meal breaks; (3) failure to provide rest breaks and cooldown recovery periods; (4) failure to pay minimum wages; (5) failure to pay wages, including overtime violations; (6) refusal to make payment; (7) wage statement violations; (8) unlawful deductions; (9) semimonthly payment violations; (10) reporting time pay violations; (11) California day of rest violations; (12) standard conditions of labor violations; (13) statutory wage violations; (14) failure to pay vested vacation/paid time off; (15) final pay violations; (16) failure to reimburse for required business expenses; (17) unlawful agreements/unlawful criminal history inquiries; and (18) unlawful business practices. Plaintiff also seeks civil penalties under the Private Attorneys General Act ("PAGA"). All such claims and allegations are more specially set forth in the operative complaints on file with the Court in the above-reference cases. Defendant denies all allegations and maintains compliance with applicable laws. The Court has preliminarily approved this settlement as fair, reasonable, and adequate, pending a final hearing.

B. Why You Are Receiving This Notice

The Court preliminarily approved a Class Action and Private Attorneys General Act Settlement Agreement (the "Settlement Agreement") affecting all current and former non-exempt employees employed by Defendant in California between June 25, 2020, through _____ ("Class Period"). You are receiving this notice because Defendant's records show you are a Class Member. As a Class Member, you may participate in, exclude yourself from, or object to the settlement.

Additionally, if you were employed by Defendant in California at any time between October 27, 2022, and _____ ("PAGA Period"), you are also considered an "Aggrieved Employee" under PAGA and are eligible for an additional PAGA settlement payment regardless of whether you exclude yourself from the class settlement.

C. The Terms of the Settlement

Defendant has agreed to pay a Gross Settlement Amount of \$300,000.00 in exchange for a release of the claims asserted by Plaintiff and Class Members in the lawsuit. Out of this settlement amount, the Parties request the following deductions: attorney fees (up to \$100,000.00), litigation costs (up to \$30,000.00), settlement administration costs (up to \$17,500.00), a service payment to Plaintiff (\$10,000.00), and \$30,000.00 for PAGA penalties (75% to Labor Workforce

Development Agency ("LWDA") and 25% to eligible employees).

After deductions, the remaining amount ("Net Settlement Amount") will be distributed to Class Members based on the number of weeks worked during the Class Period. If you do not opt out, you will receive your share automatically.

Your share of the Net Settlement Amount will be calculated by dividing the Net Settlement Amount by the total number of workweeks worked by all Class Members during the Class Period, then multiplying that figure by the number of weeks you individually worked during the Class Period.

PAGA payments are allocated separately to Aggrieved Employees based on their pay periods worked during the PAGA period, regardless of opt-out status. Your share of the PAGA settlement amount will be calculated by dividing the amount allocated for PAGA payments (\$7,500.00) by the total number of weeks worked by all Aggrieved Employees during the PAGA period, then multiplying that figure by the number of weeks you individually worked during the PAGA period. These PAGA penalty payments will be reported on an IRS Form 1099.

D. Your Options

You have three options: (1) participate in the settlement and not object to the settlement; (2) participate in the settlement and object to the settlement; or (3) request exclusion from the settlement.

1. Participate in the Settlement

Under the settlement, you will receive a settlement payment unless you exclude yourself by _____. **According to Defendant's records, you worked ____ weeks during the Class Period and your settlement payment is estimated to be \$_____.**

Even if you request exclusion, you will receive a portion of the PAGA settlement if you worked for Defendant during the PAGA Period. You cannot object or opt out of the PAGA settlement. **According to Defendant's records, you worked ____ pay periods during the PAGA Period and your share of the PAGA settlement is estimated to be \$_____.**

If you believe that the number of weeks or pay periods worked is incorrect, you should provide the Settlement Administrator with an explanation, along with any documentation relating to your disagreement by no later than _____, 2025. The Settlement Administrator will review the Defendant's records and your records to resolve the dispute. You should send your explanation and documentation regarding any dispute to the Settlement Administrator at the following address:

Settlement Administrator
[ADDRESS]
[EMAIL]

Settlement checks will be mailed after the Court grants final approval of the settlement, so if your address changes you should inform the Settlement Administrator.

Checks will be valid for 180 days after issuance. If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If you do not cash or obtain a new check before the void date, you will be unable to claim those funds. The check will be cancelled and the funds will be transmitted to Valley Children's Hospital, a Court approved nonprofit organization.

Regarding taxes, 2.5% of your settlement payment is allocated to wages, and taxes will be withheld from that portion and will be reported on a W-2. The remaining 97.5% of your settlement payment is allocated to non-wages, penalties and interest. No taxes will be withheld from this portion and will be reported on a 1099. The Settlement Administrator, Defendant and its counsel, and Plaintiff and Class Counsel cannot and are not providing tax advice concerning the tax consequences and treatment of any settlement payment received by Settlement Class Members.

2. Object to the Settlement

If you do not exclude yourself from the settlement, you have the right to object. You may object by mailing your objection to the Settlement Administrator at the address noted above postmarked no later than _____, 2025. The objection must be signed by you, reference the case name and case number, and state all of the following: (1) your full name; and (2) the grounds for the objection. You can also hire an attorney at your own expense to represent you in your objection.

You may elect to appear in Court at the Final Approval Hearing to state your objections if you do not make your written objection. You are not required to appear in Court. Absent good cause found by the Court, if you do not submit a written objection OR appear in Court to object at the Final Approval Hearing, you will be deemed to have waived your right to object and shall be foreclosed from making any objections to the settlement whether by appeal or otherwise.

3. Exclude Yourself from the Class Settlement

If you wish to exclude yourself from the settlement, you must mail the Settlement Administrator at the address above requesting to be excluded from the settlement no later than _____.

You may only exclude yourself from the class action portion of the settlement. If you exclude yourself from the settlement, you will not be entitled to recover any settlement payment except your share of the PAGA settlement if you worked during the PAGA Period. You will also not be allowed to object to the settlement, but you will retain the right to bring any claims you may have against Defendant.

Aggrieved employees cannot exclude themselves from the PAGA settlement. All Aggrieved Employees will receive a PAGA payment and will be deemed to have released Defendant from all PAGA Released Claims, as detailed below.

E. Release of Claims

Unless you timely exclude yourself from the settlement, upon the final approval by the

Court of the Settlement Agreement, and except as to such rights or claims as may be created by the Settlement Agreement, each Class Member who has not timely requested exclusion from the Settlement, fully releases and discharges Defendant and Released Parties, from any and all claims, demands, rights, liabilities, actions, grievances, demands for arbitration, and causes of action, of every nature and description, that were or could have been asserted based on the facts alleged in the Plaintiff's operative complaint, including but not limited to, any claims relating (i) unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); (ii) the timeliness of wage payments (whether regular or final wages); (iii) the failure to provide compliant meal, rest, and cool down recovery periods; (iv) the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); (v) the provision of wage statements and wage statement violations; (vi) the failure to maintain accurate employment records and record keeping violations; (vii) the reimbursement of necessary business expenses; (viii) the failure to pay reporting time pay (including the failure to pay reporting time pay at all when required by law, or failure to pay reporting time pay at the correct rate of pay); (ix) the failure to provide suitable resting facilities; (x) refusal to make payment, (xi) unlawful deductions, (xii) semimonthly payment violations, (xiii) California day of rest violations, (xiv) standard conditions of labor violations, (xv) statutory wage violations, (xvi) failure to pay vested vacation and paid time off, (xvii) final pay violations, (xviii) unlawful agreements and unlawful criminal history inquiries, and (xix) unlawful and unfair business practices resulting from any of the foregoing claims pursuant to California Business and Professions Code sections 17200 et seq. The releases and terms that apply to each Class Member are more specifically and completely set forth in the Settlement Agreement relating to the above-referenced cases, which are incorporated herein by this reference.

If you are an Aggrieved Employee (you worked for Defendant during the PAGA Period), you may not exclude yourself from the PAGA portion of the settlement. You will receive a payment under the PAGA portion of the settlement and you will be deemed to have released all claims recoverable under PAGA that were, or could have been alleged based on the facts in Plaintiff's PAGA Notice and Plaintiff's complaint, including claims relating to (i) unpaid wages (including claims for failure to pay minimum wages, straight time wages, overtime and double-time compensation); (ii) the timeliness of wage payments (whether regular or final wages); (iii) the failure to provide compliant meal, rest, and recovery periods; (iv) the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); (v) the provision of wage statements and wage statement violations; (vi) the failure to maintain accurate employment records and record keeping violations; (vii) the failure to pay reporting time pay (including the failure to pay reporting time pay at all when required by law, or failure to pay reporting time pay at the correct rate of pay); (viii) the reimbursement of necessary business expenses, (ix) violations of Labor Code sections 226(b)-(c), 1198.5, and 432, including pay and time records and personnel records, (x) the failure to provide suitable resting facilities, (xi) violations of Labor Code section 226.2, (xii) violation of California Labor Code sections 245-248.5, (xiii) failure to provide supplemental sick leave, (xiv) refusal to make payment, (xv) unlawful deductions, (xvi) semimonthly payment violations, (xvii) reporting time pay violations, (xviii) violation of California day of rest laws, (xix) seating violations, (xx) standard conditions of labor violations, (xxi) statutory wage violations, (xxii) failure to pay vested vacation and paid time off, (xxiii) final

pay violations, (xxiv) violation of Labor Code 208, and (xxv) unlawful agreements and unlawful criminal history inquiries. The releases and terms that apply to each Aggrieved Employee are more specifically and completely set forth in the Settlement Agreement relating to the above-referenced cases, which are incorporated herein by this reference.

F. Final Approval Hearing

The Court has scheduled a Final Approval Hearing for _____, 2025, at _____ a.m. in Department ____ of the Tulare County Superior Court located at _____. At the Final Approval Hearing, the Court will decide whether to grant final approval of the settlement. The Court will also rule on the application by Plaintiff for an award of attorney fees, litigation costs, administration costs, payment to the LWDA, and a service payment to Plaintiff. You have the right to attend the Final Approval Hearing and address the Court. You also have the right to retain an attorney at your own expense to speak on your behalf. You are not required to attend the Final Approval Hearing.

G. Where to Get More Information

If you want more information about the lawsuit or the settlement, you can contact Class Counsel or any other advisor of your choice. You can also view and obtain copies of lawsuit and related documents, including the Settlement Agreement in the Court's file by looking this case up online at (court website). Below is the contact information for the lawyers representing the Parties and for the claims administrator.

Class Counsel

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You may also contact the claims administrator [_____] by calling [____].

DO NOT CONTACT THE JUDGE OR JUDGE'S COURTROOM CLERK.

BY ORDER OF THE COURT ENTERED ON _____ 2025.