

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class and PAGA Action Settlement Agreement and Release (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between plaintiffs Noel Ochoa (“Ochoa”) and Veronica Luna (“Luna”) (collectively “Plaintiffs”) and defendant C&W Facility Services, Inc. (“Defendant”). Plaintiffs and Defendant are collectively referred to as the “Parties,” with each being referred to as a “Party.”

RECITALS

Whereas, on October 25, 2023, Plaintiff Ochoa filed a class action in the Superior Court of California for the County of Ventura titled *Noel Ochoa v. C&W Facility Services, Inc.*, Case No. 2023CUOE015787, asserting class action claims for: (1) Failure to Pay Overtime Wages; (2) Minimum Wage Violations; (3) Meal Period Violations; (4) Rest Break Violations; (5) Wage Statement Violations; (6) Waiting Time Penalties; (7) Failure to Reimburse Business Expenses; and (8) Unfair Business Practices;

Whereas, on December 27, 2023, Defendant removed *Noel Ochoa v. C&W Facility Services, Inc.*, Case No. 2023CUOE015787, to the Central Federal District Court of California with the new case number of 2:23-cv-10827;

Whereas, on January 3, 2024, plaintiff Ochoa filed a Private Attorneys General Act, Labor Code §§ 2698 et seq. action in the Superior Court of California for the County of Ventura titled *Noel Ochoa v. C&W Facility Services, Inc.*, Case No. 2024CUOE019002, asserting a single PAGA claim for the alleged violation of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 511, 512, 516, 558, 1021.5, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802 and 2804 as well as the IWC Wage Orders;

Whereas, on June 5, 2024, plaintiff Luna filed Private Attorneys General Act, Labor Code §§ 2698 et seq. (“PAGA”) action in the Superior Court of California for the County of Los Angeles titled *Veronica Luna v. C&W Facility Services, Inc.*, Case No. 24LBCV01176, asserting claims for the alleged violation of Labor Code §§ 201, 202, 203, 226, 226.3, 226.7, 227.3, 512, 558, 1025.5;

Whereas, the Parties agreed to attempt to resolve all of the above actions (collectively referred to as the “Actions”) through mediation and, pursuant to such agreement, participated on April 18, 2025, in a full-day mediation before mediator Tripper Ortman. The case did not settle that day, but the Parties did ultimately agree to a mediator’s proposal in principle on May 2, 2025;

Whereas, Plaintiffs’ counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the Actions and of other potential claims that could have been asserted, including those in the Release stated in Paragraph 15 below. In agreeing to this Settlement Agreement, Plaintiffs have considered: (a) the facts developed during their investigation and in discovery, risks to class certification, the Parties’ mediation process, and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendant; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Plaintiffs have concluded that the terms of this Settlement are fair, reasonable and adequate, and that it is in the best interests of the all the alleged aggrieved employees and putative class members to settle their claims against Defendant pursuant to the terms set forth herein;

Whereas, Defendant denies all claims as to liability, damages, penalties, interest, fees, and all other forms of relief, and denies the allegations asserted in the Actions. Defendant has agreed to resolve

the Actions via this Settlement, but to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Actions upon all procedural, merits, and factual grounds, including, without limitation, the ability to oppose class certification, move to decertify any certified class, and assert any and all other privileges and potential defenses. This Settlement Agreement shall not be construed as an admission by Defendant or any of the Released Parties (as defined below) of any fault, liability or wrongdoing, which Defendant expressly denies;

Whereas, the Parties recognize that Court approval of this Settlement is required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants final approval of it and the Settlement Effective Date occurs;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

DEFINITIONS

RELATING TO CLASS MEMBERSHIP:

1. “Class Members” means all non-exempt and non-unionized employees of Defendant C&W Facility Services, Inc. who worked in California from March 30, 2019 to May 15, 2025, and whose claims were not released by the settlement in *Ruth Ramirez, et al. v. C&W Facility Servs., Inc., et al.*, Central District of California Case No. 2:20-cv-11319-JVS(PVCx).

2. “Class” or “Certified Class” is the group of people comprising all of the Class Members.

3. “Class Period” means the period March 30, 2019 to May 15, 2025.

RELATING TO CLASS NOTICE:

4. “Class List” means an electronic database containing a list of all Class Members that Defendant will compile from their records. The Class List shall include each Class Member’s: (1) full name; (2) last known address; (3) last known telephone number (if any); (4) Social Security Number or tax ID number; and (5) the total number of workweeks that each Class Member worked in the state of California as a non-exempt employee between March 30, 2019 to May 15, 2025 without counting those workweeks released by the settlement in *Ruth Ramirez, et al. v. C&W Facility Servs., Inc., et al.*, Central District of California Case No. 2:20-cv-11319-JVS(PVCx).

5. “Notice Packet” and “Notice” means the document attached as **Exhibit A**. The Notice Packet shall include an opportunity for a Class Member to opt-out of the Settlement and will advise the Class Member of his/her opportunity to object to the Settlement.

6. “Response Deadline” means sixty (60) calendar days after the date on which the Settlement Administrator initially mails Notice Packets to the Class Members.

RELATING TO CLASS PAYMENT:

7. “Gross Settlement Amount” means the maximum, non-reversionary total amount that Defendant shall pay in connection with this Agreement. The Gross Settlement Amount is the gross sum of One Million One Hundred Thirty-Thousand Eight Hundred Dollars (\$1,130,000.00). The Gross

Settlement Amount includes: (a) all Individual Class Member Awards; (b) the payment to the Labor Workforce Development Agency for its share of the PAGA Payment; (c) Class Representative Service Payments; (d) Class Counsel's Attorneys' Fees and Costs; (e) Settlement Administration Costs to the Settlement Administrator; and (f) any and all employee side payroll taxes required by law. Defendant's employer payroll taxes owed on any wage portion of the payments to the Settlement Class shall be paid by Defendant separately from, and in addition to the Gross Settlement Amount. The Parties agree that Defendant will have no obligation to pay any amount in connection with this Agreement apart from the Gross Settlement Amount, with the exception of Defendant's payment of any and all employer payroll taxes and any potential increase in connection with the Escalator Clause set forth in section 36 below.

8. The "Net Settlement Amount" means the Gross Settlement Amount less: (a) Class Representative Service Payments; (b) Class Counsel's Attorneys' Fees and Costs; (c) the payment to the Labor Workforce Development Agency for its share of the PAGA Payment; and (d) Settlement Administration Costs to the Settlement Administrator. The Net Settlement Fund will be distributed to the Class Members consistent with the calculation method provided in Paragraphs 34 and 35 below. The Parties acknowledge that all of these amounts are subject to the Court's approval.

9. "PAGA Payment" means the amount of the Gross Settlement Amount allocated to settle all claims and remedies under the Private Attorneys' General Act, California Labor Code section 2698, *et seq.* The PAGA Payment shall be \$100,000.00, of which 75%, or \$75,000.00 shall be paid to the Labor Workforce Development Agency out of the Gross Settlement. The remaining 25%, or \$25,000.00, shall be paid to the Class Members out of the Net Settlement Amount.

RELATING TO OTHER PAYMENTS:

10. "Class Counsel" means Neil M. Larsen of Abramson Labor Group, located at 1700 W. Burbank Boulevard, Burbank, California 91506 and Manny Starr of Frontier Law Center located at 23901 Calabasas Road, Suite 1084, Calabasas, California 91302.

11. "Class Counsel's Attorneys' Fees and Costs" means attorneys' fees and costs agreed upon by the Parties, and subject to approval by the Court, for Class Counsel's fees and costs incurred in investigation of the Actions, litigation of the Actions, resolution of the Actions, administration of the Settlement, including fees and costs incurred through final approval and disbursement of payments under this Settlement and obtaining entry of the Judgment, and which shall not exceed thirty-three point thirty-three percent (33.33%) of the Gross Settlement Amount, or \$ 376,629.00 plus actual litigation costs up to Thirty-Five Thousand Dollars (\$35,000.00). Defendant agrees not to challenge or oppose Class Counsel's motion or application for attorneys' fees and costs up to these amounts.

12. "Class Representative Service Payments" means the amount that may be paid upon Court approval to Plaintiffs Noel Ochoa and Veronica Luna in recognition of their effort and work in prosecuting the Actions on behalf of the Class Members, which shall not exceed \$10,000.00 each. Defendant agrees not to challenge or oppose Class Counsel's motion or application for the Class Representative Service Payments up to the amount stated in this paragraph. Additionally, as part of this Agreement Plaintiffs Noel Ochoa and Veronica Luna agree to a general release of all claims under Section 1542 of the Civil Code of the State of California and any other applicable state or federal law relating to general releases.

13. "Settlement Administrator" means Phoenix Settlement Administrators. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have

a relationship with the Settlement Administrator that could create a conflict of interest.

14. “Settlement Administration Costs” or “Administrator Costs” or “Administration Costs” means the costs payable from the Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to: printing, distributing, and tracking documents for this Settlement; calculating estimated amounts per Class Member; distributing the Settlement Amount; providing necessary reports and declarations; and other duties and responsibilities set forth herein to process this Settlement, and as requested jointly by the Parties, and which shall not exceed Fifteen Thousand Dollars \$15,000.00.

RELATING TO RELEASED CLAIMS AND RELEASED PARTIES:

15. “Class Member Release” means the following release of claims, which is given by each Class Member:

I hereby fully, forever, irrevocably, and unconditionally release and discharge for the time period of March 30, 2019 through preliminary approval, C&W Facility Services, Inc., and its affiliated entities, related companies, predecessors, successors, direct and indirect parent companies, subsidiaries and insurers, and each of these entities’ present or past owners, officers, directors, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, personal or legal representatives, assigns, and all persons acting by, through, under, or in concert with them (collectively each of these, including C&W Facility Services, Inc., is referred to hereinafter as the “Released Parties”), from any and all claims that would have or could have arisen from the facts or circumstances alleged in the operative pleadings or in Plaintiffs’ PAGA Letters submitted to the Labor Workforce Development Agency in the cases numbered LWDA-CM-992300-23 and LWDA-CM-1019182-24. The Released Claims include claims for: the purported underpayment or nonpayment of any wages or other compensation (including, but not limited to, minimum wages, overtime wages, and/or premium pay); rounding time; failure to pay wages at the correct regular rate (including, overtime, meal or rest period premiums, and sick leave); failure to pay meal or rest period premiums; failure to pay for all hours worked; failure to timely pay wages during employment; failure to pay all or the correct wages at discharge or termination; failure to provide compliant meal and rest periods; failure to accurately record time, including all time worked (due to, for example, off-the-clock work, and/or rounding); failure to provide timely or compliant wage statements; failure to maintain records; failure to track, provide, or pay sick leave; failure to provide one day’s rest in seven; unreimbursed business expenses; unfair business practices; statutory penalties, including waiting time penalties; violations of any provisions of the Industrial Welfare Commission Wage Orders; claims under the Private Attorneys General Act, including claims for penalties under California Labor Code sections: 200, 201-204, 210, 226, 226.3, 226.7, 227.3, 432, 510, 511, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199; 2698 *et seq.*, 2802, 2804, and the Industrial Welfare Commission Wage Orders; liquidated damages; interest; injunctive relief; declaratory relief; and accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy.

The Class Member Release will only be effective upon the Effective Date and upon Defendant fully funding the Settlement as provided in this Agreement.

RELATING TO PRELIMINARY AND FINAL APPROVAL:

16. “Settlement Court” means the court granting approval of this Settlement, or any other court and/or courtroom holding jurisdiction to do so.

17. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

18. “Final Approval” means the Court order granting final approval of the Settlement Agreement.

19. “Effective Date” means the latter of: (1) the 61st day (unless the last such date is a weekend or holiday, in which case the next business day shall be used), after the Settlement Court enters an order granting final approval of this Settlement Agreement and judgment in the Actions, provided that no timely appeal is taken by a Class Member of the order of final approval, the judgment, and/or entering of judgment in the Actions; or (2) if any timely appeal is filed by a Class Member, the date of final resolution of such appeal (including any appeals to the highest court of the State of California or the United States Supreme Court) provided that such resolution does not in any way alter the terms of the Settlement Agreement. The Effective Date will not arise if the Settlement is: (1) altered, modified, or rejected by the Settlement Court; or (2) altered, modified, or rejected by any appellate court following a timely appeal filed by a Class Member.

ADDITIONAL TERMS

20. Filing of an Amended Complaint and Stipulation of Remand. The Parties stipulate and agree that for settlement purposes, Ochoa and his Counsel will stipulate to a remand to the Superior Court of the County of Ventura. Once remanded, Plaintiffs Noel Ochoa and Veronica Luna shall file a consolidated amended complaint to assert the claims, legal allegations, legal theories, and factual allegations necessary to effectuate the Release in this Settlement Agreement and to aggregate the claims, legal allegations, and factual allegations pled in the following related actions:

a. *Noel Ochoa v. C&W Facility Services, Inc.*, Case No. 2023CUOE015787, including legal allegations and factual allegations contained in any amended complaints filed in the Central Federal District Court of California case number of 2:23-cv-10827;

b. *Noel Ochoa v. C&W Facility Services, Inc.*, Case No. 2024CUOE019002; and

c. *Veronica Luna v. C&W Facility Services, Inc.*, Case No. 24LBCV01176.

21. Preliminary Approval Hearing. Within thirty (30) calendar days after all of the following having been completed: (1) execution of this agreement, (2) the Ochoa Action being remanded to the Superior Court of the County of Ventura, and (3) Plaintiffs’ filing of a Consolidated Complaint, Plaintiffs shall then file a motion with the Settlement Court seeking among other things: (a) Preliminary Approval of the proposed Settlement Agreement, and (b) setting a date for a hearing concerning Final Approval of the Settlement Agreement. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include all attachments hereto. Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval, though the parties will meet and confer on such materials, and Class Counsel will submit the settlement approval papers to the Settlement Court. Defendant may, but is not obligated to, submit a separate brief in support of Preliminary Approval at the time any opposition would be due. If

Defendant does not submit a separate brief in support of preliminary approval, Defendant may submit a notice of non-opposition to the ultimate relief sought in the motion for Preliminary Approval, but not necessarily to all statements contained therein.

22. Delivery of the Class List. Within twenty-one (21) calendar days of entry of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator, which shall be used solely for the administration of this Settlement Agreement. In the event that the Settlement Agreement is not finally approved by the Court, or if it is in any way altered or disapproved on appeal, the Settlement Administrator shall not thereafter use the Class List or distribute it, and shall destroy any and all copies or versions of it (including any in electronic form).

23. Notice by First-Class U.S. Mail. Within twenty-one (21) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the mailing addresses identified in the Class List or through a National Change of Address database search. The first page of the Settlement Notice shall prominently estimate the dollar amounts of any Individual Class Member Award, the estimate of the PAGA penalties allocated to the individual (if applicable), the number of workweeks and, if applicable, pay periods during the PAGA Period used to calculate these amounts. For any returned envelopes from this mailing as non-deliverable on or before 30 days after mailing, the Settlement Administrator will use any forwarding address provided to re-mail the returned envelope and, if no forwarding address is provided, will perform a skip trace to identify an address to which the envelope may be forwarded. The Settlement Administrator shall undertake such effort and further mailing no later than five (5) calendar days after receipt of the returned envelope. The Settlement Administrator will maintain a report of the date of such re-mailings of the Notice Packet. No additional mailings shall occur. For the Class Members to whom the Notice Packets are resent after following the procedures outlined in this section, the Response Deadline shall be extended by fifteen (15) calendar days.

24. Objections and Requests for Exclusion from the Settlement. A Class Member may object to the Settlement by filing a written objection with the Settlement Court using the case name and number of the Settlement Court (found on the first page of the Notice Packet), and mailing a copy of his/her written objection to the Settlement Administrator at the addresses listed in the Notice Packet, each postmarked by no later than the Response Deadline. A Class Member may also object to Class Counsel's request for Attorney's Fees. The objection should be signed, set forth the objecting Class Member's name, address and telephone number, and, although not required, the Class Member may state why he/she objects to the proposed Settlement and whether he/she intends to appear at the Final Approval Hearing. Class Members, regardless of whether they submit a written objection to the Settlement Administrator, will have the right to appear, in person or through counsel, at the Final Approval Hearing in order to have their objections heard by the Court. Class Counsel and Counsel for Defendant shall file any responses to any written objections submitted to the Court in accordance with this Settlement Agreement at least five (5) court days before the Fairness Approval Hearing.

25. A Class Member who wishes to exclude herself or himself from the Settlement must mail to the Settlement Administrator a signed Election Not to Participate which shall be attached as a postcard to the Notice Packet. The signed Election Not to Participate in Settlement must be postmarked no later than 60 days after the Settlement Administrator mails the Class Notice Packet. If a question is raised about the authenticity of a signed Election Not to Participate, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Class Member who submits a timely Election Not to Participate will not participate in or be bound by the Settlement and the Judgment and will not receive a share of the Settlement, but will retain the right, if any, he or she may have to pursue

a claim against Defendant. Class Members who do not complete and mail a timely Election Not to Participate in the manner and by the deadline specified above automatically will be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Superior Court, and by the Judgment, regardless of whether they have objected to the Settlement.

26. The Parties believe that compliance with the procedures described in paragraphs 23 through 25 above and in the Notice will constitute due and sufficient notice to Class Members of this Settlement.

27. No Solicitation of Objection, Appeal, or Election Not to Participate. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.

28. Disputes Regarding Workweeks. To the extent that any Class Member disputes the number of workweeks that the Class Member worked, as shown in his or her Notice, such Class Member may produce evidence to the Settlement Administrator establishing the dates they contend to have worked for Defendant during the Class Period. Weeks “worked” for purposes of this settlement will be determined by reference to timekeeping, payroll, and/or other records. The deadline for Settlement Class Members to submit disputes pursuant to this paragraph is the Response Deadline (disputes must be postmarked by the Response Deadline). Unless the Settlement Class Member presents convincing evidence proving he or she worked more workweeks than shown by Defendant’s records, his/her Settlement Award will be determined based on Defendant’s records. The Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Defendant shall review its records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall provide a recommendation to counsel for the Parties. Counsel for the Parties shall then meet and confer in an effort to resolve the dispute. The Settlement Administrator will notify the disputing Class Member of the decision. The Settlement Administrator shall provide Class Counsel with all documents submitted by the disputing Class Member and/or Defendant, and upon which the Settlement Administrator relied in resolving the Class Member’s dispute, as well as the Settlement Administrator’s ultimate decision, which Class Counsel will file with the Court in connection with Plaintiffs’ Motion for Final Approval. The Court may review any decisions made by the Settlement Administrator and/or the Parties regarding any disputes submitted by a Class Member regarding his or her workweeks.

29. Reports Regarding Administration of the Settlement Agreement. Within fourteen (14) calendar days after the expiration of the Response Deadline, the Settlement Administrator will provide Defendant’s counsel and Class Counsel with a written report which certifies the number of Class Members who have submitted an objection to the Settlement, along with copies of all such objections. Additionally, the Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement on a weekly basis and as reasonably requested by a Party.

30. Final Settlement Approval Hearing and Entry of Judgment / Motion for Fees, Etc. Within twenty-eight (28) calendar days after the expiration of the Response Deadline, Plaintiffs will submit a Motion for Final Approval/Settlement Fairness Hearing. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval, and Class Counsel will submit the settlement approval papers to the Settlement Court. However, Defendant may submit a separate brief in support of Final Approval. If Defendant does not submit a separate brief in support of Final Approval, Defendant may submit a notice of non-opposition to the ultimate relief sought in the motion for Final Approval, but not necessarily to all statements contained therein. Class Counsel may submit a motion requesting an award of Class Counsel’s Attorney Fees, Class Counsel’s Costs, and Class Representative Service Payments

as defined herein seeking amounts no greater than the maximum amount stated herein, to which Defendant will not object. If Defendant does not submit a separate brief in support of these award requests, Defendant may submit a notice of non-opposition to the motion for the awards, provided that the amounts sought are within the limits stated herein. The hearing on these motions shall be as specified in the Preliminary Approval Order or, if no such date is specified, at the earliest available date on the Settlement Court's calendar.

31. Notice to the Labor and Workforce Development Agency. Plaintiffs shall be responsible for timely providing all notices to the Labor and Workforce Development Agency and providing Defendant's counsel confirmation of same, including submission of the proposed settlement contemporaneously with the filing of the motion for Preliminary Approval, under California Labor Code § 2699(l)(2), and submission of any judgment within 10 days after entry of same, under California Labor Code § 2699(l)(3). Defendant may also choose to provide such notice to the Labor and Workforce Development Agency.

32. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Settlement Court or in conjunction with or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Settlement Judgment (which will expressly note that no liability has been found, and there is no admission of wrongdoing) to the Court for its approval. After entry of the Settlement Judgment, the Court will have continuing and exclusive jurisdiction solely for: (a) addressing the interpretation and enforcement of the terms of the Settlement; (b) Settlement administration matters; and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

33. Dismissal of Related Actions and Appeals. Within 7 days after the Judgment becomes Final, Plaintiff Noel Ochoa will dismiss his appeal of the judgment in *Noel Ochoa v. C&W Facility Services, Inc.*, Case No. 2024CUOE019002. Also within 7 days after the Judgment becomes Final, Plaintiff Veronica Luna will file a dismissal of all claims in *Veronica Luna v. C&W Facility Services, Inc.*, Los Angeles Superior Court Case No. 24LBCV01176. Dismissal of these actions with prejudice is a condition precedent to Defendant's payment of the Maximum Settlement Amount.

34. Allocation of Net Settlement Amount to Calculate the Class Members' Final Settlement Awards. The Net Settlement Amount (excluding the 25%, or \$25,000.00, of the PAGA Payment to be distributed to Class Members as described in section 35) shall be allocated among Class Members by reference to the number of workweeks all Class Members worked during the Class Period. Each workweek worked by Class Members will be equal to one (1) settlement share. The total number of settlement shares for all Class Members will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Class Member's number of settlement shares to determine the Class Member's *pro rata* portion of the Net Settlement Amount (the "Individual Class Member Award"). As discussed above, 25% of each Individual Class Member Award shall, for tax purposes, be designated as wages and shall be reported using a Form W-2, and 75% of each Individual Class Member Award shall, for tax purposes be designated as non-wages and shall be reported using a Form 1099. The Individual Class Member Awards and allocation as discussed immediately above and below shall be calculated by the Settlement Administrator within thirty (30) calendar days of the Effective Date and the Settlement Administrator shall provide Defendant's and Class Counsel with the final Individual Class Member Award calculations on this same day.

35. Allocation of the PAGA Payment. 25%, or \$25,000.00, of the PAGA Payment shall be paid to the allegedly Aggrieved Employees out of the Net Settlement Amount ("Aggrieved Employees'

PAGA Payment”). The allegedly Aggrieved Employees’ PAGA Payment shall be allocated among Class Members by reference to the number of pay periods each allegedly Aggrieved Employee worked during the period of November 5, 2022 to May 15, 2025. The total number of pay periods worked by all allegedly Aggrieved Employee will be added together and the resulting sum will be divided into the allegedly Aggrieved Employees’ PAGA Payment to reach a per pay period dollar figure. That figure will then be multiplied by each Class Member’s number of pay periods to determine the allegedly Aggrieved Employee’s *pro rata* portion of the allegedly Aggrieved Employees’ PAGA Payment (“Individual PAGA Payment”). Each allegedly Aggrieved Employee will be issued a check for their *pro rata* share of the PAGA Payment and will not have the opportunity to opt out of, or object to, the release of the PAGA claims 100% of each Individual PAGA Payment shall, for tax purposes, be designated as penalties and shall be reported using a Form 1099.

36. Escalator Clause. The Gross Settlement Amount is based on Defendant’s estimation that there are approximately 114,000 workweeks worked by Class Members in California from March 30, 2019, through May 15, 2025. If the actual number of workweeks worked by Class Members between March 30, 2019 through May 15, 2025 exceeds 114,000 by more than 5% (i.e. if the workweeks worked by Class Members exceeds 119,700), then either: (a) the Gross Settlement Amount shall be increased proportionately by the same percentage above 5% by which the actual number of workweeks exceeds 114,000 (e.g. is the actual number of workweeks is 7% greater than 114,000, then the GSA will increase by 2% or (b) Defendant may elect to shorten the Class Period to the date on which the 119,700 workweek threshold is reached. Defendant will have ten (10) calendar days from its receipt of the final Individual Class Member Award calculations which will be conducted by the Settlement Administrator before the Notice Packets are mailed, to inform Class Counsel and the Settlement Administrator of its election under the terms of this provision.

37. Funding the Settlement. Within twenty-one (21) calendar days of the Effective Date, Defendant shall provide the Settlement Administrator via wire transfer the funds equal to the Gross Settlement Amount and Defendant’s employer share of payroll taxes.

38. Distribution of Payments. Within ten (10) calendar days after Defendant transfers funds equal to the Gross Settlement Amount and Defendant’s employer share of payroll taxes to the Settlement Administrator, the Settlement Administrator shall distribute:

- a. to Class Counsel – Class Counsel’s Attorney Fees awarded by the Court and the Class Counsel’s Costs awarded by the Court, all of which shall be reported using a Form 1099;
- b. to Plaintiffs Noel Ochoa and Veronica Luna – the Class Representative Service Payment awarded by the Court which shall be reported using a Form 1099;
- c. to the LWDA – \$75,000.00 representing its share of the PAGA Payment;
- d. to the Settlement Administrator - Administrative Costs incurred and approved up to \$15,000.00.
- e. to each Class Member his or her Individual Class Member Award and Class Member PAGA Payment (if applicable) with appropriate tax forms as described herein;

39. Administration of Tax Forms. The Settlement Administrator will be responsible for issuing to Plaintiffs, Class Members, the LWDA, the Settlement Administrator, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement,

and for forwarding all payroll taxes and penalties to the appropriate government authorities.

40. Tax Allocation. For tax reporting purposes, any payments made to Class Members (excluding Class Representative Service Payment) shall be allocated as follows: (a) 25% as wages; and (b) 75% as non-wages. All other payments made pursuant to this Agreement shall be deemed non-wages, and will be reported using an IRS Form 1099.

41. Tax Liability. Defendant and their counsel and Plaintiffs and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiffs and Class Members understand and agree that they each will be solely responsible for the payment of any taxes and penalties assessed on their share of the payments described herein and will hold Defendant, their counsel, Plaintiffs and Class Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. Each party to this Settlement (for purposes of this section, the “Acknowledging Party” and each party to this agreement other than the Acknowledging Party, an “other Party”) acknowledges and agrees that: (1) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (b) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

42. Uncashed Settlement Checks. Class Members will have 180 calendar days within which to negotiate (cash or deposit) their settlement checks from the date on which they are mailed. If any settlement check is not negotiated within that period of time, it will be voided. In the event that any settlement check is returned to the Settlement Administrator within 160 calendar days of mailing and a forwarding address is provided within that time period, the Settlement Administrator shall re-mail the settlement check to the forwarded address and notify the Class Member of the deadline to cash the check to avoid it being voided. For any settlement checks deemed void as a result of being uncashed for more than 180 days, the Settlement Administrator will disburse the uncashed funds, subject to the Court’s approval, to the California State Controller Unclaimed Property Fund in the name of the Class Member to be held by the Controller’s Office for the benefit of the Class Member until such time as he or she claims his or her property, as allowed by law.

43. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

44. Release of Claims & Rights by Plaintiffs Noel Ochoa and Veronica Luna. Once the Judgment becomes Final, and in consideration of their Settlement Shares, their awarded Class

Representative Payments, and the other terms and conditions of the Settlement, Plaintiffs Noel Ochoa and Veronica Luna release any and all claims against Defendant and each of its former and current parent companies, subsidiaries, and affiliated corporations and entities, and each of their respective former and current employees, officers, directors, agents, attorneys, shareholders, fiduciaries, other service providers, and related persons and entities, and assigns (collectively, the “CWS Released Parties”). These released claims (the “Named Plaintiffs’ Released Claims”), include, but are not limited to, any and all claims that were raised or that could have been raised in the Actions based on the factual allegations made in the Actions or otherwise based on or related to the allegations (including those that they release as Class Members) that Defendant or the CWS Released Parties failed to pay minimum, straight and overtime compensation; failed to provide meal periods; failed to provide rest periods; failed to provide accurate itemized wage statements; failed to maintain accurate payroll records; failed to timely pay final wages; and failed to reimburse for business expenses. Such claims include, but are not necessarily limited to, claims for overtime and double-time premium wages under the Fair Labor Standards Act (“FLSA”), California Labor Code sections 510, 1194, 1194.2, any local ordinances or regulations regarding wages, and any Industrial Welfare Commission wage order; claims based on rounding, claims based on alternative workweek schedules, claims for minimum wages under California Labor Code sections 218.6, 1194, 1197, 1198, and any Industrial Welfare Commission wage order; claims for meal- or rest-period premiums under California Labor Code sections 226.7, 512 and 1198; claims for failure to reimburse business expenses under California Labor Code section 2802; claims for waiting time penalties under California Labor Code sections 201, 202, and 203; claims for failure to provide accurate itemized wage statements or maintain accurate payroll records under California Labor Code sections 226, 1174, and 1175; claims of unfair competition under California Business and Professions Code section 17200 et seq.; liquidated damages under the FLSA and California law; civil penalties under PAGA; any other associated statutory or civil penalties, whether recovery is founded on federal, state, or municipal law; the FLSA; and any associated claim for interest, attorneys’ fees, or costs.

Plaintiffs Noel Ochoa and Veronica Luna understand and agree that the release of claims set forth in this Agreement extends to any and all claims of every nature, known or unknown, suspected or unsuspected, past and present, existing as of the execution of this Agreement, including, without limitation, any and all claims related to or regarding their employment or relationship with Defendant or any and each of their insurers, subsidiaries, affiliates, stockholders, predecessors, successors, assigns, agents, directors, officers, representatives, and attorneys. For purposes of the application of California law, Plaintiffs Noel Ochoa and Veronica Luna expressly waive and relinquish all rights and benefits they may have under Section 1542 of the Civil Code of the State of California or any other applicable state law relating to general releases. That California Civil Code section reads as follows:

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.

Plaintiffs’ release expressly excludes any workers’ compensation claim that Plaintiffs may have, any claims for unemployment insurance, or any other claims which cannot be released by law.

45. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

46. Nullification of Settlement Agreement. In the event that: (a) the Settlement Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

47. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

48. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements with respect to the subject matter hereof may be deemed binding on the Parties.

49. Amendment or Modification. This Settlement Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

50. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement.

51. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

52. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

53. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts if requested by one Party. A signature through Adobesign or DocuSign, facsimile, electronic means, or scan shall for purposes of this Settlement Agreement be as valid and enforceable as an original signature.

54. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe, and will so represent to the settlement Court, that this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

55. Waiver of Certain Appeals. In the event the settlement Court finally approves this Settlement, the Parties agree to waive appeals concerning this Settlement. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings.

56. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

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

58. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

60. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiffs and putative Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

61. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith in drafting and executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement and obtain Final Approval of the Settlement. Should the Settlement Court decline to preliminarily approve or finally approve aspects of the Settlement, the Parties shall work together in good faith to address any concerns raised by the Settlement Court, with good faith intention to propose a revised Settlement for the Settlement Court's approval. Further, the Parties shall work together in good faith to address any concerns raised by the LWDA. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator used for the April 15, 2025 mediation to resolve such disagreement.

62. Publicity: The Parties recognize that the fact of settlement of this matter is non-confidential, as notice of the Settlement will go out to Class Members and the filings and approval

process are a matter of public record. However, the Parties and their counsel agree they shall not issue any press release regarding the Settlement. Class Counsel further agrees that Class Counsel shall not publicize or advertise: (1) the terms of the Settlement; (2) the amount Defendant will pay in connection with the Settlement; and (3) the events, allegations, claims, or facts giving rise or related to the Actions.

63. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF NOEL OCHOA



Noel Ochoa (Jul 24, 2025 21:03:04 PDT)

Noel Ochoa,
on his own behalf and as purported class representative

Dated: 24/07/2025, 2025

PLAINTIFF VERONICA LUNA

Veronica Luna,
on her own behalf and as purported class representative

Dated: _____, 2025

ABRAMSON LABOR GROUP



By: Neil M. Larsen
As Attorney for Plaintiff Noel Ochoa and the proposed Class

Dated: July 28, 2025

DEFENDANT C&W FACILITY SERVICES, INC.

By: _____

Dated: _____, 2025

Approved as to form:

process are a matter of public record. However, the Parties and their counsel agree they shall not issue any press release regarding the Settlement. Class Counsel further agrees that Class Counsel shall not publicize or advertise: (1) the terms of the Settlement; (2) the amount Defendant will pay in connection with the Settlement; and (3) the events, allegations, claims, or facts giving rise or related to the Actions.

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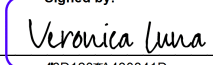
IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF NOEL OCHOA

Noel Ochoa,
on his own behalf and as purported class representative

Dated: _____, 2025

PLAINTIFF VERONICA LUNA

Signed by:


Veronica Luna,
on her own behalf and as purported class representative

Dated: 7/24 _____, 2025

ABRAMSON LABOR GROUP

By: Neil M. Larsen
As Attorney for Plaintiff Noel Ochoa and the proposed Class

Dated: _____, 2025

DEFENDANT C&W FACILITY SERVICES, INC.

By: _____

Dated: _____, 2025

Approved as to form:

process are a matter of public record. However, the Parties and their counsel agree they shall not issue any press release regarding the Settlement. Class Counsel further agrees that Class Counsel shall not publicize or advertise: (1) the terms of the Settlement; (2) the amount Defendant will pay in connection with the Settlement; and (3) the events, allegations, claims, or facts giving rise or related to the Actions.

63. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF NOEL OCHOA

Noel Ochoa,
on his own behalf and as purported class representative

Dated: _____, 2025

PLAINTIFF VERONICA LUNA

Veronica Luna,
on her own behalf and as purported class representative

Dated: _____, 2025

ABRAMSON LABOR GROUP

By: Neil M. Larsen
As Attorney for Plaintiff Noel Ochoa and the proposed Class

Dated: _____, 2025

DEFENDANT C&W FACILITY SERVICES, INC.


Noelle Perkins (Jul 31, 2025 14:03:35 CDT)

By: Noelle Perkins
EVP, Chief Legal Officer & Secretary

Dated: July 31, 2025

Approved as to form:

GLEASON & FAVAROTE LLP

A handwritten signature in black ink, appearing to read 'Torey J. Favarote', is written over a horizontal line.

By: Torey Joseph Favarote
Attorney for Defendant C&W Facility Services, Inc.

Dated: July 31, 2025

1 **AMENDMENT TO THE CLASS ACTION AND PAGA ACTION SETTLEMENT**
2 **AGREEMENT**

3 This amendment to the Class Action and PAGA Action Settlement Agreement changes,
4 alters, and/or modifies the Class Action and PAGA Settlement Agreement (“Agreement”) entered
5 into by the Parties on or around July 31, 2025, pursuant to Paragraphs 49 of the Agreement, which
6 allows the Parties’ representatives to make certain modifications, particularly as ordered by the
7 Court. The alterations and/or modifications contained herein supersede terms in the Agreement
8 that may conflict with such alterations and/or modifications. To the extent that the changes,
9 alterations, and/or modifications contained herein do not conflict with the terms of the Agreement,
10 such terms remain in full force and effect. Each of the numbered paragraphs below corresponds
11 with the same-number paragraph in the Agreement and fully replaces the corresponding
12 paragraph of the Agreement.

13 24. Objections and Requests for Exclusion from the Settlement. A Class Member may
14 object to the Settlement by filing a completed written Objection Form with the Settlement Court
15 (attached as **Exhibit A-2** to the Notice Packet), and mailing, emailing, and/or submitting an
16 Objection Form to the Settlement Administrator at the Settlement Administrator’s mailing
17 address, email address, and/or website address listed in the Notice Packet. An Objection Form
18 must be mailed (postmarked), emailed and/or emailed to the Settlement Administrator no later
19 than the Response Deadline. A Class Member may also object to Class Counsel’s request for
20 Attorney’s Fees. The objection should be signed, set forth the objecting Class Member’s name,
21 address and telephone number, and, although not required, the Class Member may state why
22 he/she objects to the proposed Settlement and whether he/she intends to appear at the Final
23 Approval Hearing. Class Members, regardless of whether they submit a written objection to the
24 Settlement Administrator, will have the right to appear, in person or through counsel, at the Final
25 Approval Hearing in order to have their objections heard by the Court. Class Counsel and Counsel
26 for Defendant shall file any responses to any written objections submitted to the Court in
27 accordance with this Settlement Agreement at least five (5) court days before the Fairness
28 Approval Hearing.

25. A Class Member who wishes to exclude herself or himself from the Class portion of the Settlement must mail to the Settlement Administrator a completed and signed Request for Exclusion Form, which is attached as **Exhibit A-1** to the Notice Packet. The completed and signed Request for Exclusion Form must be mailed (postmarked), emailed, and/or submitted to the Settlement Administrator at the Settlement Administrator's website, no later than 60 days after the Settlement Administrator mails the Class Notice Packet. If a question is raised about the authenticity of a signed Request for Exclusion Form, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Class Member who submits a timely Request for Exclusion Form will not participate in or be bound by the Class portion of Settlement and the Judgment and will not receive a share of the Class Settlement, but will retain the right, if any, he or she may have to pursue a claim against Defendant. Class Members who do not complete and mail a timely Request for Exclusion Form in the manner and by the deadline specified above automatically will be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Superior Court, and by the Judgment, regardless of whether they have objected to the Settlement. Class Members may not opt out of the PAGA portion of the Settlement.

AGREED TO AND APPROVED BY:

CLASS COUNSEL:

Dated: November 19, 2025

ABRAMSON LABOR GROUP



Neil Larsen
Attorneys for Plaintiffs

DEFENDANT'S COUNSEL:

Dated: November 19, 2025

GLEASON & FAVAROTE LLP



Torey Joseph Favarote,
Attorneys for Defendant

EXHIBIT A

EXHIBIT A

NOTICE OF CLASS ACTION & PAGA ACTION SETTLEMENT

(A court authorized this notice. This is not a solicitation. This is not a lawsuit against you, and you are not being sued.)

Noel Ochoa and Veronica Luna v. C&W Facility Services, Inc., Ventura County Superior Court, Case No. 2023CUOE015787

THIS NOTICE IS TO INFORM YOU OF A PROPOSED SETTLEMENT OF A CLASS ACTION AND A PAGA REPRESENTATIVE ACTION IN WHICH YOU MAY BE ENTITLED TO RECEIVE \$ [REDACTED]. PLEASE REVIEW THIS NOTICE CAREFULLY, AS YOUR LEGAL RIGHTS COULD BE AFFECTED WHETHER YOU ACT OR NOT.

The Ventura County Superior Court of California (the “Court”) has preliminarily approved a proposed settlement (“Settlement”) that resolves the above-referenced action (the “Lawsuit”), which encompasses a Class Action and a Private Attorney’s General Act (“PAGA”) Representative Action against Defendant C&W Facility Services, Inc. (“Defendant” or “CWS”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Settlement (“Notice”) carefully.

The purpose of this Notice is to provide a brief description of the claims alleged in the Lawsuit, the key terms of the Settlement, and your rights and options with respect to the Settlement.

THIS NOTICE IS NOT TO BE UNDERSTOOD OR VIEWED AS AN EXPRESSION OF ANY OPINION FROM THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS ASSERTED BY PLAINTIFF OR DEFENSES ASSERTED BY CWS.

WHAT INFORMATION IS IN THIS NOTICE

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1. Why Did I Receive This Notice?

CWS's records indicate that you may be a Class Member and/or a PAGA Member, as defined below. As a Class Member and/or a PAGA Member, you may be entitled to share in the funds to be made available for the settlement of the Lawsuit.

Because the Settlement will affect Class Members and PAGA Members' legal rights, the Court ordered that this Notice be sent to you. This Notice provides a brief description of the Lawsuit, informs you of the key settlement terms preliminarily approved by the Court, and advises you of your legal rights with respect to the Settlement. If the Court grants final approval of the Settlement, the Settlement will fully resolve the Lawsuit and may impact your legal rights.

The terms of the Settlement are set forth in detail in the Class and PAGA Action Settlement Agreement and Release ("Settlement Agreement"). You may obtain a copy of the Settlement Agreement from the neutral third-party appointed by the Court (the "Settlement Administrator") that will be responsible for administering the Settlement. Details about how to get additional information about the Settlement Agreement are provided at the end of this Notice.

2. What Is The Lawsuit About?

Plaintiffs Noel Ochoa and Veronica Luna contend that CWS violated California laws by allegedly failing to: pay all or the correct minimum, regular and/or overtime wages, provide meal periods and rest breaks, reimburse employees for business expenses, timely pay all wages, pay all wages at termination, maintain required records, and provide timely accurate wage statements.

CWS denies any wrongdoing and contends that it has at all times complied with all California laws that apply to its employees.

The Court has not made any ruling about the merits of either Plaintiffs' claims or CWS's defenses. The Court also has not made any ruling as to whether the Lawsuit is appropriate to proceed as a class action or a representative action. CWS has only agreed to enter into the Settlement to resolve the Lawsuit in order to avoid the unnecessary legal expenses and business interruptions that class action litigation brings.

3. Am I A Class Member And/Or A PAGA Member?

You are a Class Member if you worked as an hourly, non-exempt, non-union employee of C&W Facility Services, Inc. in California during the period of March 30, 2019 to May 15, 2025 (the "Class Period"), and your claims were not released in by the settlement in *Ruth Ramirez, et al. v. C&W Facility Servs., Inc., et al.*, Central District of California Case No. 2:20-cv-11319-JVS(PVCx).

You are a PAGA Member if you worked as an hourly, non-exempt, non-union employee of C&W Facility Services, Inc. in California during the period of November 5, 2022 to May 15, 2025 (the "PAGA Period").

If you are a PAGA Member, you are also a Class Member. However, you could be a Class Member but not a PAGA Member.

Based on CWS's records, you are a Class Member who worked a total number of [REDACTED] workweeks during the Class Period. You are also a PAGA Member who worked a total number of [REDACTED] pay periods during the PAGA Period.

If you wish to dispute the number of workweeks or pay periods referenced above, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Action (*Noel Ochoa and Veronica Luna v. C&W Facility Services, Inc.*, Case No. 2023CUOE015787); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you dispute the number of workweeks and/or pay periods you worked during the Class Period and/or PAGA Period; (e) include information and/or attach documentation demonstrating the number of workweeks and/or pay periods you worked during the Class Period and/or PAGA Period; and (f) be returned to the Settlement Administrator at the address specified in Section 11 below, postmarked no later than **[Response Deadline]**.

4. What Are The Financial Terms Under The Settlement?

In connection with this Settlement, CWS agrees to pay a maximum potential settlement amount of **One Million, One Hundred Thirty Thousand Dollars** (\$1,130,000.00) (the “Gross Settlement Amount”). The Gross Settlement Amount is inclusive of: (1) any award by the Court to Plaintiffs as Class Representative Service Payments up to \$10,000.00 each (totaling \$20,000.00) in recognition of their efforts and work in prosecuting the Lawsuit (“Class Representative Payments”); (2) the PAGA Fund in the amount of \$100,000.00, of which \$75,000.00 (75%) will be paid to the California Labor & Workforce Development Agency (the “LWDA”), and \$25,000.00 (25%) will be distributed to PAGA Members; (3) the settlement administration costs approved by the Court in an amount up to \$15,000.00; (4) any award by the Court to Class Counsel for Attorneys’ Fees in an amount up to \$376,629.00 and Costs in an amount up to \$35,000.00 associated the litigation and resolution of the Lawsuit; and (5) the Net Settlement Amount.

The proposed Settlement was negotiated between the attorneys for CWS and the attorneys for Plaintiffs, Class Members, and PAGA Members (“Class Counsel”). The attorneys for all of the parties in the Lawsuit believe that this Settlement is fair, reasonable, adequate, and in the best interests of Class Members and PAGA Members.

A. Individual Net Settlement Payment & Individual PAGA Settlement Payment

1. Distribution of Individual Net Settlement Payment

The Net Settlement Amount will be distributed to Class Members who do not submit a timely and valid request to be excluded under the following Settlement Formula:

Each workweek worked by Class Members will be equal to one (1) settlement share. The total number of settlement shares for all Class Members will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Class Member’s number of settlement shares to determine the Class Member’s pro rata portion of the Net Settlement Amount (the “Individual Class Member Award”).

For the Individual Net Settlement Payment, 25% will be allocated as W-2 wage payments and 75% as nonwage payments.

2. Applicable Tax Withholding and Responsibilities for Taxes

In accordance with applicable tax laws, required tax withholdings will be taken from each Individual Net Settlement Payment for the portion allocated to W-2 income and remitted to the appropriate tax

authorities. The Settlement Administrator shall issue any necessary IRS Form 1099 and W-2s to Class Members and/or PAGA Members for their respective Individual Net Settlement Payments. Class Members shall be solely and legally responsible for paying all other applicable taxes on their respective Individual Net Settlement Payments and shall indemnify and hold CWS harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Class Members' failure to pay their share of any taxes.

3. Distribution of Individual PAGA Settlement Payment

In connection with the PAGA Fund, \$25,000.00 will be distributed to all of the PAGA Members under the following Settlement Formula:

The total number of pay periods worked during the PAGA Period by all allegedly aggrieved employee will be added together and the resulting sum will be divided into the allegedly aggrieved employees' PAGA Payment to reach a per pay period dollar figure. That figure will then be multiplied by each PAGA Member's number of pay periods during the PAGA Period to determine the allegedly aggrieved employee's pro rata portion of the aggrieved employees' PAGA Payment ("Individual PAGA Payment").

A Class Member who is also a PAGA Member will receive his or her Individual Net Settlement Payment and Individual PAGA Settlement Payment in a single check.

B. Attorneys' Fees and Costs

Class Counsel will apply to the Court for an award of Attorneys' Fees in an amount up to 33.33% of the Gross Settlement Fund or \$376,629.00 and an award of Attorneys' Costs in an amount up to \$35,000.00 that are associated with the litigation and resolution of the Lawsuit.

C. Class Representative Payment

Class Counsel will apply to the Court for Class Representative Payments of up to \$10,000.00 for each plaintiff in recognition of their service as the Class Representatives and for their general release of claims against CWS and the Released Parties.

D. Settlement Administration Costs

Class Counsel will request that the Court approve Settlement Administration Costs of up to \$15,000.00 payable to the Settlement Administrator for administering the Settlement, including, but not limited to, printing, distributing, or tracking notices of Settlement, providing any required tax forms, processing any required tax payments or reporting, and calculating and distributing Individual Net Settlement Payments and Individual PAGA Payments.

E. LWDA Payment

Class Counsel will request that the Court approve the allocation of \$100,000.00 out of the Gross Settlement Amount to PAGA penalties and approve the LWDA Payment of \$75,000.00 (or 75% of the PAGA penalties).

5. What Is My Estimated Settlement Payment?

While the precise amount of your share of the Individual Net Settlement Payment and/or Individual PAGA Settlement Payment are not known at this time, your estimated settlement payment is approximately \$ [REDACTED].

6. What Do I Release Under The Settlement?

In exchange for your Individual Net Settlement Payment, you will release certain claims against C&W Facility Services, Inc., and its affiliated entities, related companies, predecessors, successors, direct and indirect parent companies, subsidiaries and insurers, and each of these entities' present or past owners, officers, directors, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, personal or legal representatives, assigns, and all persons acting by, through, under, or in concert with them. ("Released Parties").

Your release will include any and all claims that would have or could have arisen from the facts or circumstances alleged in the operative pleadings or in Plaintiffs' PAGA Letters submitted to the Labor Workforce Development Agency in the cases numbered LWDA-CM-992300-23 and LWDA-CM-1019182-24. The Released Claims include claims for: the purported underpayment or nonpayment of any wages or other compensation (including, but not limited to, minimum wages, overtime wages, and/or premium pay); rounding time, failure to pay wages at the correct regular or legal rate (including, overtime, meal or rest period premiums, and sick leave); failure to include bonuses in the regular rate of pay; failure to pay meal or rest period premiums; failure to pay for all hours worked; failure to timely pay wages during employment; failure to pay all or the correct wages at discharge or termination; failure to provide compliant meal and rest periods; failure to accurately record time, including all time worked (due to, for example, off-the-clock work, and/or rounding); failure to provide timely or compliant wage statements; failure to maintain records; failure to track, provide, or pay sick leave; failure to provide one day's rest in seven; unreimbursed business expenses; unfair business practices; statutory penalties, including waiting time penalties; violations of any provisions of the Industrial Welfare Commission Wage Orders; claims under the Private Attorneys General Act, including claims for penalties under California Labor Code sections: 200, 201-204, 210, 226, 226.3, 226.7, 227.3, 432, 510, 511, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199; 2698 et seq., 2802, 2804, and the Industrial Welfare Commission Wage Orders; liquidated damages; interest; injunctive relief; declaratory relief; and accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy.

7. What Are My Options?

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Your decision to participate or not participate in the Class Action will have no adverse effect on your existing employment with CWS.*

DO NOTHING	If you do nothing and the Court grants final approval of the Settlement, you will remain a Class Member and will receive your Individual Net Settlement Payment and/or Individual PAGA Settlement Payment, as described in Section 4 above. You will be bound by the Released Class Claims and/or Released PAGA Claims provisions of the Settlement Agreement, which are described in Section 6 above. As a Class Member, you will be represented by Class Counsel and will not be charged for the services of Class Counsel.
OPT OUT	If you do not want to participate in the Lawsuit as a Class Member, you may opt-out of the Class Action Form (see Section 8), which will exclude you from the Class Action and the Class Action Settlement. If the Court grants final approval of the Settlement, you will not receive an Individual Net Settlement Payment, and you will not give up your right to sue the Released Parties, including CWS, for any of the Released Class Claims as described in Section 6 above. However, even if you opt-out of the Class Action Settlement, if you are a PAGA Member you will still receive an Individual PAGA Settlement Payment and be bound by the Released PAGA Claims because a PAGA Member cannot opt-out of the Settlement with respect to the PAGA representative action.
OBJECT	You may object to the proposed Settlement by submitting a timely Objection Form (see Section 9) to the Settlement Administrator. If you would like to object, you may not opt-out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself From The Class Settlement” and “How Do I Object To The Class Settlement?”

Regardless of which option you choose, you must keep the Settlement Administrator advised of any change of address.

8. How Do I Opt Out Or Exclude Myself From The Class Action Settlement?

If you do not wish to participate in the Class Action, you can opt-out and be excluded from the Class Action settlement by submitting a completed and signed Request for Exclusion Form to the Settlement Administrator by [Response Deadline]. A completed and signed Request for Exclusion Form must either be faxed, emailed, mailed (postmarked), or submitted to the Settlement Administrator's website, to the Settlement Administrator's fax number, mailing address, email address, and/or website address (see Section 12 for Settlement Administrator's contact information) no later than [Response Deadline].

The Court will exclude from the Class Action settlement, any Class Member who submits a timely and completed Request for Exclusion Form.

PAGA Members will not have the opportunity to opt-out of the PAGA representative action or object to the terms of Settlement regarding the PAGA representative action. PAGA Members will be bound by the Released PAGA claims and other terms of the Settlement concerning the PAGA representative action.

9. How Do I Object To The Class Action Settlement?

You can only object to the Settlement if you are a Class Member who does not opt-out of the Settlement. You may object to the Settlement by faxing, mailing, emailing, and/or submitting an Objection Form to the Settlement Administrator's website, at the Settlement Administrator's fax number, mailing address, email address, and/or website address no later than **[Response Deadline]**.

Class Members who submit an Objection Form by **[Response Deadline]**, remain bound by the Settlement Agreement, including the applicable Released Class Claims provisions unless otherwise ordered by the Court.

Class Members, regardless of whether they submit a written objection to the Settlement Administrator, will have the right to appear in person or through counsel, at the Final Approval Hearing in order to have their objections heard by the Court.

10. Who Are The Attorneys Representing The Parties?

Attorneys for Plaintiffs, the Class, and the Allegedly Aggrieved Employees	Attorneys for the Defendant CWS
ABRAMSON LABOR GROUP Neil M. Larsen 1700 W. Burbank Blvd. Burbank, California 91506 Telephone: (213) 493-6300 Facsimile: (213) 723-2522 FRONTIER LAW CENTER Manny Starr 6200 Canoga Avenue, #470 Woodland Hills, CA 91367 Telephone: (818) 914-9433	GLEASON & FAVAROTE LLP Torey Joseph Favarote David H. Danning 3646 Long Beach Blvd., Suite 203 Long Beach, California 90807 Telephone: (213) 452-0510 Facsimile: (213) 452-0514

The Court has decided that Abramson Labor Group and Frontier Law Center ("Class Counsel") are qualified to jointly represent you and all other Class Members and PAGA Members.

11. Final Fairness Hearing

The Court will hold a Final Fairness Hearing concerning the proposed Settlement on [the date of final approval hearing], 2026 at [time a.m./p.m.], before Judge Charmaine H. Buehner located at Department 44 of the Hall of Justice, Ventura County Superior Court, 800 S Victoria Ave, Ventura, CA 93009. You are not required to appear at this hearing. Any changes to the hearing date will be available on the website at _____.

12. Where Can I Get Additional Information?

This Notice summarizes the Lawsuit, and the Settlement. For more information, you may contact the Settlement Administrator at the information listed below or Class Counsel.

The Settlement Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Settlement Agreement, the Judgment, or any other Settlement documents is to go to the Phoenix Class Action Administration Solution's website at _____. You can also telephone or send an email to Class Counsel or the Settlement Administrator, or consult the Superior Court website by going to <https://www.ventura.courts.ca.gov/case-inquiry.html> and entering the Case Number for this Action, Case No. 2023CUOE015787.

Settlement Administrator:

[Mailing Address]

[Email Address]

[Fax Number]

[Toll-Free Phone Number]

PLEASE DO NOT CALL THE COURT FOR INFORMATION REGARDING THE SETTLEMENT.

EXHIBIT A-1

REQUEST FOR EXCLUSION FORM

NOEL OCHOA, ET AL. v. C&W FACILITY SERVICES, INC.
VENTURA COUNTY SUPERIOR COURT CASE NO. 2023CUOE015787

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN, AND MAIL OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>, ADDRESSED AS FOLLOWS:

<<PHOENIX SETTLEMENT ADMINISTRATORS>>

Ochoa, et al. v. C&W Facility Services, Inc.

SETTLEMENT ADMINISTRATOR

<<MAILING ADDRESS>>

<<EMAIL ADDRESS>>

<<WEBSITE ADDRESS>>

<<PHONE>>

<<FAX>>

DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT.

By signing, filling out, and returning this form, I confirm that I do not want to be included in the Settlement of the lawsuit entitled *Ochoa, et al. v. C&W Facility Services, Inc.*, Ventura County Superior Court, Case No. 2023CUOE015787.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *OCHOA, ET AL. v. C&W FACILITY SERVICES* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT.

HOWEVER, CLASS MEMBERS WHO WERE EMPLOYED AT ANY TIME FROM NOVEMBER 5, 2022 THROUGH MAY 15, 2025 WILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 ("PAGA") AS DESCRIBED IN THE ACCOMPANYING NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT.

Name

Signature

Address

Telephone Number

Date

EXHIBIT A-2

OBJECTION FORM

NOEL OCHOA, ET AL. v. C&W FACILITY SERVICES, INC.
VENTURA COUNTY SUPERIOR COURT CASE NO. 2023CUOE015787

All objections must be mailed (postmarked), emailed, or delivered directly to the Settlement Administrator through its website, at <<ADMINISTRATOR CONTACT INFORMATION>>, on or before <<RESPONSE DEADLINE>>.

Objecting Class Member Information:

Name _____

Signature

Address

Telephone Number

Date

Describe the nature and basis of each objection and please attach additional pages if necessary:

This image shows a blank sheet of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.