

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amendment to the Class Action and PAGA Settlement Agreement (“Amendment”) is made by and between Plaintiff Felix Rodriguez (“Plaintiff”) and Defendants Environmental Remediation Contractors, Inc. and National Econ Corporation (“Defendants” and together with Plaintiff the “Parties”) pursuant to Paragraph 12.9 of the Class Action and PAGA Settlement Agreement and Class Notice (“Agreement”). This Amendment incorporates by reference all terms and conditions of the Agreement executed by the Parties on or about October 11, 2024. But for those specific terms and conditions that this Amendment modifies, all terms and conditions in the Agreement will remain effective and enforceable provided the Court approves the Agreement as amended. Any inconsistencies or differences between this Amendment and the Agreement will be interpreted and construed in favor of this Amendment.

Paragraphs 1.6, 1.11, 1.12, 1.31, 1.34, 1.38, 1.39, 1.40, and 1.42 are hereby superseded and replaced by the following language:

1.6. “Class Member” means all current and former hourly-paid or non-exempt employees of Defendants in California employed between either: (1) December 12, 2019 through the date of preliminary approval or (b) if applicable, the Alternate End Date as defined in Paragraph 8.

1.11. “Class Notice” means the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English, with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into the Amendment to this Agreement.

1.12. “Class Period” means the period from December 12, 2019 through the date on which the Court grants preliminary approval of this Settlement, or, if applicable, the Alternate End Date as defined in Paragraph 8.

1.31. “PAGA Period” means the period from December 8, 2022 through the date on which the Court grants preliminary approval of the Settlement or, if applicable, the Alternate End Date as defined in Paragraph 8.

1.34. PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in the amount of \$29,000.00, allocated 25% to the Aggrieved Employees (\$7,250.00) and the 75% to LWDA (\$21,750.00) in settlement of PAGA claims.

1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.40. “Released Parties” means: Defendants and each of their former and present shareholders, officers, directors, employees, owners, attorneys, insurers, predecessors, successors, and assigns.

1.42. “Response Deadline” means 60 calendar days after the Administrator mails the Notice to

Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail a Request for Exclusion from the Settlement; (b) fax, email, or mail an Objection to the Settlement; or (c) fax, email, or mail a challenge to the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

The definition of “Weekly Report” between Paragraphs 1.43 and 1.44 is hereby designated as a separate paragraph as follows:

1.43.1. “Weekly Report” means the report that the Administrator must email to Defense Counsel and Class Counsel on a weekly basis that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments.

Paragraph 3.2.3 is hereby superseded and replaced by the following language:

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$6,650 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,650, the Administrator will retain the remainder in the Net Settlement Amount.

Paragraph 5 is hereby superseded and replaced by the following language:

5. RELEASES OF CLAIMS. Upon the date Defendants fully fund the Gross Settlement Amount and the employers’ share of payroll taxes pursuant to the terms of this Agreement, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

Paragraphs 5.2 and 5.3 are hereby superseded and replaced by the following language:

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims under state, federal, or local law, that were alleged, or reasonably could have been alleged, based on the facts in the First Amended Class Action and Representative Action Complaint, including any and all claims involving any alleged (1) failure to pay overtime; (2) failure to provide meal periods and/or pay meal period premiums; (3) failure to authorize and permit rest breaks and/or pay rest break premiums; (4) failure to pay minimum wages; (5) failure to timely pay final wages; (6) failure to provide complete and accurate itemized wage statements; (7) failure to reimburse necessary business expenses; (8) violation of California’s unfair competition law; based on the afore-referenced claims (“Released Class Claims”) during the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the First Amended Class Action and Representative Action Complaint and Plaintiff's PAGA Notice (the "Released PAGA Claims") during the PAGA Period.

Paragraph 7.6 is hereby superseded and replaced by the following language:

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator in writing via mail, email or fax. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges. The Parties shall file with the Court all challenges submitted by Class Members, the evidence submitted, and the resolution of the disputes. Although the Settlement Administrator may make the initial decision regarding the challenge, the Court may review any decision made by the Settlement Administrator regarding a challenge.

IT IS SO AGREED:

Dated: 7/1/2025

PLAINTIFF FELIX RODRIGUEZ:

DocuSigned by:

40131615262A45D
 Felix Rodriguez

Dated: 7/1/2025

COUNSEL FOR PLAINTIFF:

North Law, P.C.
DocuSigned by:

AD46BDFE42445D
 Hengameh S. Safaei
 Attorney for Plaintiff

Dated: _____

DEFENDANT ENVIRONMENTAL REMEDIATION CONTRACTORS, INC.:

By: _____
 Title: _____

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the First Amended Class Action and Representative Action Complaint and Plaintiff's PAGA Notice (the "Released PAGA Claims") during the PAGA Period.

Paragraph 7.6 is hereby superseded and replaced by the following language:

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator in writing via mail, email or fax. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges. The Parties shall file with the Court all challenges submitted by Class Members, the evidence submitted, and the resolution of the disputes. Although the Settlement Administrator may make the initial decision regarding the challenge, the Court may review any decision made by the Settlement Administrator regarding a challenge.

IT IS SO AGREED:

Dated: _____

PLAINTIFF FELIX RODRIGUEZ:

Felix Rodriguez

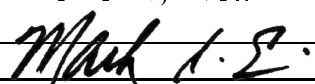
Dated: _____

COUNSEL FOR PLAINTIFF:
North Law, P.C.

Hengameh S. Safaei
Attorney for Plaintiff

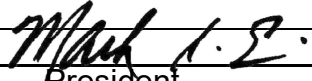
Dated: 6/30/2025

**DEFENDANT ENVIRONMENTAL REMEDIATION
CONTRACTORS, INC.:**

By: 
Title: President

Dated: 6/30/2025

DEFENDANT NATIONAL ECON CORPORATION:

By: 
Title: President

Dated: 07/01/2025

**COUNSEL FOR DEFENDANTS:
JACKSON LEWIS P.C.**

James P. Carter
Kimberley L. Litzler
Attorneys for Defendants

Exhibit “A”

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

Felix Rodriguez v. Environmental Remediation Contractors, Inc., et al.

(Orange County Superior Court, Case No. 30-2023-01366734-CU-OE-CXC)

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Environmental Remediation Contractors, Inc. and National Econ Corporation (collectively, “Defendants”) for alleged wage and hour violations. The Action was filed by a former Environmental Remediation Contractors, Inc. employee Felix Rodriguez (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of current and former hourly-paid or non-exempt employees (“Class Members”) who worked for Defendants during the Class Period (December 12, 2019 through **XXXXXX**); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former hourly-paid or non-exempt employees who worked for Defendants during the PAGA Period (December 8, 2022 through **XXXXXX**) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholdings) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing **that you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for and Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-Out of the Class Settlement but not the PAGA Settlement The Opt-Out Deadline Is: 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object To The Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not

Written Objections Must be Submitted by: 	personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by: 	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and the number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Environmental Remediation Contractors, Inc. The Action accuses Defendants of violating California labor laws by (1) failure to pay overtime; (2) failure to provide meal periods and/or pay meal period premiums; (3) failure to authorize and permit rest breaks and/or pay rest break premiums; (4) failure to pay minimum wages; (5) failure to timely pay final wages; (6) failure to provide complete and accurate itemized wage statements; (7) failure to reimburse necessary business expenses; (8) violation of California's unfair competition law. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Hengameh S. Safaei of North Law, P.C. ("Class Counsel").

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

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

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

In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to

resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendants has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants Will Pay \$290,000.00 as the Gross Settlement Amount (Gross Settlement).
Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 calendar days after the Judgment entered by the Court become final, or a later date if Participating Class Members object to the proposed Settlement or the Judgement is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$96,666.67 (one-third of the Gross Settlement) to Class Counsel for attorney’s fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$6,650 to the Administrator for services administering the Settlement.
 - D. Up to \$29,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved

Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be sent to Legal Aid At Work, Workers’ Rights Clinic.

5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by [REDACTED] (the “Response Deadline”). The Request for Exclusion should be a letter from a Class Member or their representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

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

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible

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

7. Administrator. The Court has appointed a neutral company, ILYM GROUP INC. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
8. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims under state, federal, or local law, that were alleged, or reasonably could have been alleged, based on the facts alleged in the First Amended Class Action and Representative Action Complaint, including any and all claims involving any alleged (1) failure to pay overtime; (2) failure to provide meal periods and/or pay meal period premiums; (3) failure to authorize and permit rest breaks and/or pay rest break premiums; (4) failure to pay minimum wages; (5) failure to timely pay final wages; (6) failure to provide complete and accurate itemized wage statements; (7) failure to reimburse necessary business expenses; (8) violation of California’s unfair competition law; based on the afore-referenced claims (“Released Class Claims”) during the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

9. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement.

This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. Aggrieved Employees will be bound by the PAGA Release even if they do not cash their checks.

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

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, in the First Amended Complaint and the PAGA Notices ("Released PAGA Claims") during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$7,250 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweeks/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [INSERT DATE] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Parties will file with the Court all disputes submitted by Class Members, the evidence submitted, and the resolution of the disputes. Although the Settlement Administrator may make the initial decision regarding the claim disputes, the Court may review any decision made by the Settlement Administrator regarding a claim dispute.

5. HOW WILL I GET PAID?

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

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. If you do not wish to take part in the Settlement, you may exclude yourself by completing, signing and returning the enclosed Request for Exclusion Form directly to the Settlement Administrator. The Request for Exclusion Form may be faxed, emailed, or mailed to the Settlement Administrator. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Felix Rodriguez v. Environmental Remediation Contractors, Inc., et al.* (Orange County Superior Court, Case No. 30-2023-01366734-CU-OE-CXC), and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by INSERT DATE, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. At least 16 court days before the **INSERT DATE** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) A Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website **(url)** or the Court's website www.occourts.org.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object.

You may object to the Settlement by completing, signing, and returning the enclosed Objection Form to the Settlement Administrator. The Objection Form may be faxed, emailed, or mailed to the Settlement Administrator. **The deadline for sending written objections to the Administrator is INSERT DATE.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Felix Rodriguez v. Environmental Remediation Contractors, Inc., et al.* (Orange County Superior Court, Case No. 30-2023-01366734-CU-OE-CXC) and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on INSERT DATE at INSERT TIME in Department CX104 of the Orange County Superior Court, Civil Complex Center located at 751 W. Santa Ana Boulevard, Santa Ana, California 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

Class members may appear at the final approval hearing in person or remotely using the remote access link for department CX104. Instructions for appearing remotely are provided at: <https://www.occourts.org/general-information/covid-19-response/civil-covid-19-response/civil-remote-hearings> and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel or defense counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at (url). The Judgment will be posted on the Settlement Administrator's website for 180 days. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.occourts.org/online-services/case-access/civil-case-access>) and entering the Case Number for the Action, Case No. 30-2023-01366734-CU-OE-CXC.

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

The contact information for Class Counsel and the Settlement Administrator are below:

<u>Class Counsel:</u>
NORTH LAW, P.C. Hengameh S. Safaei 12100 Wilshire Boulevard 8th Floor Los Angeles, California 90025 Telephone: (213) 868-3232 Facsimile: (213) 315-0162 Email: safaei@northlegalpc.com

<u>Settlement Administrator:</u>
XX Email Address Mailing Address Telephone Number Fax Number Website url

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

OBJECTION FORM

Felix Rodriguez v. Environmental Remediation Contractors, Inc., et al.
Superior Court of the State of California, County of Orange,
Case No. 30-2023-01366734-CU-OE-CXC

SUBMIT THIS FORM ONLY IF YOU WISH TO OBJECT TO THE SETTLEMENT

1. Provide the following information:

Your Name (Please Print): _____

Your Address: _____

Last 4 Digits of your Social Security Number: _____

2. Describe the reasons for your objection to the Settlement (please attach additional documents if you need more space):

THE OBJECTION FORM MUST BE SIGNED, DATED, AND MAILED BY FIRST CLASS U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DATE] TO: FELIX RODRIGUEZ V. ENVIRONMENTAL REMEDIATION CONTRACTORS, INC., ET AL., C/O ILYM GROUP, INC., [INSERT ADDRESS]. YOU MAY ALSO FAX THIS FORM TO: _____, OR EMAIL THE FORM TO: _____.

Dated: _____ Signature: _____

REQUEST FOR EXCLUSION FORM

Felix Rodriguez v. Environmental Remediation Contractors, Inc., et al.
Superior Court of the State of California, County of Orange,
Case No. 30-2023-01366734-CU-OE-CXC

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM
PARTICIPATING IN THE SETTLEMENT

I confirm that I have received the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which describes my rights and the options I may take in response to the parties' proposed Settlement in the above-referenced lawsuit.

By signing and returning this Request for Exclusion Form, I confirm that I wish to be removed from the proposed Class, that I do not want to participate as a Class Member, and that I do not want to be included in the proposed Class Settlement.

I understand and acknowledge that, by signing and submitting this form: (1) I will not receive any money from the proposed Settlement except my portion, if any, of the civil penalties that is allocated in settlement of the California Labor Code Private Attorney General Act of 2004 claim alleged by Plaintiff; (2) I will not be bound by the class portion of the proposed Settlement and will only be bound by the release of the Released PAGA Claims; and (3) I will not have any right to object to the proposed Settlement.

THE EXCLUSION FORM MUST BE SIGNED, DATED, AND MAILED BY FIRST CLASS U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DATE] TO: FELIX RODRIGUEZ V. ENVIRONMENTAL REMEDIATION CONTRACTORS, INC., ET AL., C/O ILYM GROUP, INC., [INSERT ADDRESS]. YOU MAY ALSO FAX THIS FORM TO: _____, OR EMAIL THE FORM TO: _____.

Your Name (Please Print): _____

Your Address: _____

Last 4 Digits of your Social Security Number: _____

Telephone No.: _____

Date: _____ Signature: _____