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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

RYAN HUNT, individually, and on behalf of all
others similarly situated,

Plaintiff,

v.

ABS FACILITY SERVICES, INC., a Nevada
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CVRI2400522
[Related Case No. CVRI2401936]

*[Assigned for All Purposes to the Hon.
Harold W. Hopp, Dept. 1]*

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Preliminary Approval Hearing:

Date: January 27, 2026

Time: 8:30 a.m.

Dept.: 1

Action Filed: January 30, 2024

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1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiff Ryan Hunt (“Plaintiff”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.
2. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

Procedural History

4. On January 30, 2024, Plaintiff also provided written notice to the LWDA and Defendant of the specific provisions the Labor Code alleged to have been violated, including the facts and theories in support (“PAGA Notice”). A true and correct copy of Plaintiff’s PAGA letter to the LWDA and Defendant is attached hereto as **Exhibit 1**. The LWDA did not notify Plaintiff that it intended to investigate within 65 days of the PAGA Notice. Therefore, on April 4, 2024, Plaintiff filed a separate action for civil penalties under PAGA, Riverside County Superior Court Case No. CVRI2401936 (“PAGA Action”). On or about December 19, 2025, the Parties submitted a Stipulation in this Class Action requesting that Plaintiff be granted leave to amend to file a First Amended Complaint that adds a cause of action for civil penalties under PAGA to effectively consolidate the actions in one action.

5. On February 12, 2025, the Parties participated in a private full-day mediation with a respected mediator, Gig Kyriacou, Esq. (“Mr. Kyriacou”). The negotiations were adversarial, conducted at arm’s length, and tempered by the efforts of both sides to serve the interests of their

1 clients. The Parties accepted the mediator's proposal but could not agree on specific terms of the
2 Settlement until several months later.

3 6. The Parties negotiated the terms of the Settlement over several months and finalized
4 the Settlement in November 2025. A true and correct copy of the fully executed Settlement
5 Agreement is attached hereto as **Exhibit 2**. Attached thereto as **Exhibit A** is a true and correct
6 copy of the Parties' proposed Class Notice.

7 7. On January 2, 2026, Plaintiff submitted a copy of the Settlement Agreement to the
8 LWDA. A true and correct copy of the confirmation of submission my office received after
9 submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 3**.

10 **Investigation and Exposure Analysis**

11 8. Prior to attending mediation, Plaintiff's Counsel thoroughly investigated the claims,
12 applicable law, and potential defenses. Plaintiff's Counsel assessed the value of the class claims
13 using the data and documents Defendant produced in informal discovery. The data and documents
14 produced by Defendant included the number of Class Members and Aggrieved Employees, the
15 number of workweeks in the Class Period, and the number of pay periods in the PAGA Period, the
16 average rate of pay, documents concerning Plaintiff, wage-and-hour policy documents,
17 Defendant's handbooks that were operative during the Class Period, and a random sampling of
18 Class Members' time and payroll records. Plaintiff's Counsel engaged an expert to quantify the
19 potential exposure using the time and payroll records, and then assessed the risks associated with
20 each claim meriting reductions in the likely success at class certification and likely recovery at
21 trial.

22 9. Defendant's records show that there are approximately 140 Class Members, making
23 joinder of all Class Members impracticable. Further, given the size and amount of each Class
24 Members' claim, Class Members have little incentive to litigate their claims on an individual basis
25 because the out-of-pocket expenses and personal commitment necessary to litigate each claim
26 likely outweigh any potential recovery.

27 10. Plaintiff has alleged that Defendant maintained common employment policies
28 and/or practices that unlawfully deprived Class Members of wages, meal period, rest periods,

1 reimbursements for business expenses, accurate wage statements, timely payment of wages upon
2 separation of employment, and timely production employment records. These allegations present
3 common factual and legal questions of, *inter alia*, whether Defendant applied the same scheduling,
4 timekeeping, pay, meal period, rest period, reimbursement, and employment record production
5 policies to all Class Members, whether these policies and practices resulted in Labor Code
6 violations, whether Defendant's conduct was intentional, and whether Class Members are entitled
7 to damages and/or penalties. These common questions could be resolved using Class Members'
8 time records, payroll records, testimony from Defendant's designated representative(s), and Class
9 Members' testimony.

10 11. Although the exposure Plaintiff's Counsel calculated is substantial, the various risks
11 at succeeding at class certification and through trial affected the valuation of the claims for
12 settlement purposes.

13 12. Minimum and Overtime Wages: Plaintiff's unpaid minimum and overtime wage
14 claims were based on the allegation that Defendant required Class Members to perform work duties
15 while off the clock, without compensation. For example, Plaintiff alleged that Defendant required
16 him and other Class Members to work during their recorded meal periods and required them to
17 arrive for work 20 minutes prior to their scheduled shifts to load the trucks. Based on Plaintiff's
18 estimate that he worked a total of one (1) hour off-the-clock each week, Plaintiff's Counsel
19 assumed each Class Member worked one (1) hour off-the-clock per week in calculating potential
20 exposure for these claims to be approximately \$334,507.95 (10,310 workweeks x \$21.63 average
21 hourly rate of pay x 1.00 hour/workweek x 1.5 overtime rate of pay). However, Defendant argued
22 that any off-the-clock time was undocumented and unknown to Defendant, and that Defendant was
23 therefore not obligated to pay for this time. Because this claim would have relied heavily on Class
24 Member testimony and would not be evidenced in Defendant's time and payroll records, the risk
25 of succeeding at class certification was substantial. Accordingly, Plaintiff's Counsel applied a risk
26 discount based on a 40% chance of succeeding at class certification and a 40% chance of
27 succeeding at trial on the merits, yielding a realistic damage estimate of approximately \$53,521.27
28 (\$334,507.95 x 40% x 40%).

1 13. Meal Periods: Plaintiff's meal period claim was based on the allegation that
2 Defendant failed to provide Class Members with legally compliant meal periods or pay meal period
3 premiums in lieu thereof. For example, Plaintiff alleges that Defendant required him and other
4 Class Members to work during their recorded meal periods and did not pay any meal period
5 premiums during the Class Period. Thus, Plaintiff's Counsel calculated potential exposure on this
6 claim to be approximately \$880,557.30 (40,710 shifts x \$21.63 average hourly rate of pay x 100%
7 violation rate). Defendant argued that Class Members voluntarily and validly waived their meal
8 periods. Accordingly, Plaintiff's Counsel applied a risk discount based on a 40% chance of
9 succeeding at class certification and a 40% chance of succeeding at trial on the merits, yielding a
10 realistic damage estimate of approximately \$140,889.17 (\$880,557.30 x 40% x 40%).

11 14. Rest Periods: Plaintiff's rest period claim was based on the allegation that Defendant
12 failed to provide Class Members with legally compliant rest periods or pay rest period premiums
13 in lieu thereof. For example, Plaintiff alleges that Defendant failed to provide him and other Class
14 Members with any rest periods. Based on such allegations, Plaintiff's Counsel applied a 100%
15 violation rate to all shifts and thus calculated potential exposure on this claim to be approximately
16 \$880,557.30 (40,710 shifts x \$21.63 hourly rate x 100% violation rate). Plaintiff's Counsel
17 discounted this figure to account for the difficulty of certifying and proving rest period claims,
18 particularly because rest periods do not have to be recorded, and to account for the possibility of
19 Class Members voluntarily choosing to forego a rest period. Because this claim would have relied
20 exclusively on Class Member testimony, Plaintiff's Counsel discounted this claim based on a 30%
21 chance of succeeding at class certification and a 20% chance of succeeding at trial, yielding a
22 realistic damage estimate of approximately \$52,833.44 (\$880,557.30 x 30% x 20%).

23 15. In sum, Plaintiff's Counsel estimated that Plaintiff's maximum recovery for the off-
24 the-clock claim, meal period violations, and rest period violations (i.e. wage claims) is
25 approximately \$2.01 million, but after factoring in the risk and uncertainty of prevailing at
26 certification and trial, Plaintiff's Counsel estimates that Plaintiff's realistic estimated recovery for
27 the wage claims is approximately \$247,243.88.

28 16. Reimbursements: Plaintiff's reimbursement claim was based on the allegation that

Defendant failed to indemnify Class Members for expenses incurred as a direct result of performing their job duties for Defendant. For example, Plaintiff alleges that Defendant required him and Class Members to wear specific clothing and shoes and provide their own tools, all without reimbursement. Plaintiff further alleges that Defendant provided some tools but impermissibly deducted the costs of them from Class Members' wages. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff and the Class, Plaintiff's Counsel estimated that Defendant was liable to each class member for \$25 per month, or \$6.25 per workweek, in unreimbursed expenses, for a total amount of approximately \$64,437.50 ($\$7.50 \times 10,310$ workweeks). Plaintiff's Counsel discounted this figure based on an evaluation of a 30% chance of succeeding at class certification and a 30% chance of succeeding at trial to account for the difficulty of certifying and proving expense reimbursement claims, yielding a realistic damage estimate of approximately \$5,799.38 ($\$64,437.50 \times 30\% \times 30\%$).

17. Derivative Penalties: Plaintiff alleged that as a result of Defendant's failure to pay all wages and meal and rest period premiums owed, Defendant owed waiting time penalties and wage statement penalties. With respect to Plaintiff's derivative claims for statutory penalties, Plaintiff's Counsel estimated that Defendant's realistic potential liability is approximately \$18,949.44. Plaintiff's Counsel calculated Defendant's maximum potential liability for waiting time penalties to be approximately \$103,824.00 (20 former employees during the 3-year statute of limitations period $\times$ \$21.63 hourly rate $\times$ an estimated 8.00 hours/day $\times$ 30 days); and Defendant's maximum potential liability for inaccurate wage statements to be approximately \$212,000.00 (53 employees during the 1-year statute of limitations period $\times$ \$4,000 statutory maximum). In light of the foregoing, Plaintiff's Counsel believes that it would be unrealistic to expect the Court to award the full \$315,824.00 in statutory penalties given Defendant's defenses, the contested nature of Plaintiff's claims, the challenges of establishing willfulness as applicable, and the discretionary nature of penalties. Considering that the underlying wage claims are realistically estimated to be approximately \$247,243.88, such a disproportionate award would also raise due process concerns. As such, Plaintiff's counsel discounted these figures to account for the risk and uncertainty of obtaining class certification and prevailing at trial, resulting in a realistic evaluation of

1 approximately \$6,229.44 for waiting time penalty claims ($\$103,824.00 \times 30\% \times 20\%$), and
2 approximately \$12,720.00 for wage statement penalty claims ($\$212,000.00 \times 30\% \times 20\%$), or
3 approximately \$18,949.44 total for statutory penalties.

4 18. PAGA: For the PAGA claim, Plaintiff's Counsel determined that Defendant's
5 potential exposure could potentially reach \$436,800.00, assuming the initial \$100 penalty would
6 apply for each of the 4,368 pay periods in the PAGA Period. However, even assuming success
7 on the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety
8 of reasons, including where to do otherwise would result in an award that is unjust, arbitrary
9 and oppressive, or confiscatory. Therefore, Plaintiff's Counsel discounted this figure to account
10 for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of
11 approximately \$43,680.00 for PAGA penalties ($\$436,800.00 \times 10\%$). The settlement's
12 allocation of \$20,000.00 of the Gross Settlement Amount to PAGA amounts to approximately
13 6.1% of the Gross Settlement Amount and represents approximately 46% of the realistic
14 maximum recovery ($\$20,000.00 / \$43,680.00$). Based on the 25% of PAGA Penalties allocated
15 to Aggrieved Employees from the PAGA Allocation and there being approximately 4,368 pay
16 periods in the PAGA Period, the estimated pay period valuation for individual PAGA payments is
17 \$1.14 ($\$5,000 / 4,368$ pay periods). Based on these current estimates, the lowest estimated
18 individual PAGA payment could be \$1.14 ($\$1.14 \times 1$ week) and the highest estimated individual
19 PAGA payment could be \$132.78 ($\$1.14 \times$ approximately 116 pay periods in the PAGA Period).

20 19. Using these estimated figures, Plaintiff's Counsel predicted that the realistic
21 maximum recovery for all claims, including penalties, would be approximately \$315,672.69.
22 This means that the \$330,000.00 gross settlement figure represents approximately 104.5% of
23 the realistic maximum recovery ($\$330,000.00 / \$315,672.69$). Considering the risk and
24 uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class.
25 Indeed, because of the proposed Settlement, Class Members will receive timely, guaranteed
26 relief and will avoid the risk of an unfavorable judgment. Based on the figures in the Settlement
27 Agreement, the Net Settlement Amount available for individual class payments is estimated to be
28 approximately \$150,500.00 for a class of approximately 140 persons. As a result, each Settlement

1 Class Member is eligible to receive an average individual class payment of approximately
2 \$1,075.00. Based on the estimated Net Settlement Amount available for individual class payments
3 and there being approximately 10,310 workweeks in the Class Period, the estimated weekly
4 valuation for individual class payments is \$14.60 (\$467,683.33 / 10,310 workweeks). Based on
5 these current estimates, the lowest estimated individual class payment could be \$14.60 (\$14.60 x
6 1 week) and the highest estimated individual class payment could be \$3,970.51 (\$14.60 x
7 approximately 272 weeks in the Class Period).

8 **Plaintiff's Counsel's Qualifications**

9 20. Plaintiff is represented by WLF. The attorneys at WLF performed significant work
10 and expended litigation costs in prosecuting this matter with no guarantee of payment.

11 21. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
12 nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
13 employees. WLF is actively and continuously practicing in employment litigation, representing
14 employees in both individual and class actions in both state and federal courts throughout
15 California.

16 22. WLF is qualified to handle this Litigation because its attorneys are experienced in
17 litigating Labor Code violations in both individual, class action, and representative action cases.
18 WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as
19 well as class actions involving consumer rights and data privacy litigation.

20 23. I graduated from the University of California, Santa Barbara with High Honors in
21 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
22 School in 1996.

23 24. Upon graduating from law school in 1996, I worked for a boutique law firm
24 practicing general litigation which included employment law matters. Since 2000 (that is, the last
25 23 years) my practice has been exclusively focused on labor and employment matters including
26 handling wage and hour class, collective and representative actions (including the California
27 Private Attorneys General Act, or "PAGA"), including in the international law firms of Morgan,
28 Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a

1 partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright
2 LLP (where I was a partner) and Seyfarth Shaw (where I was a partner and member of the Wage
3 and Hour Practice Group). During my time at these law firms, I was the primary attorney or took
4 a major leading role in defending employers on numerous wage and hour class, collective and
5 representative actions.

6 25. In 2022 I left Seyfarth Shaw and joined my current firm, WLF, to represent plaintiff
7 employees. I have been and am handling many wage and hour class and representative actions
8 litigating such matters on behalf of plaintiff employees in numerous Superior Courts and District
9 Courts. From matters representing both plaintiffs and defendants, I have successfully mediated the
10 resolution of many wage and hour class, collective, and representative actions. Just since last year
11 after joining WLF (and thus joining the plaintiff's bar) I have already successfully mediated
12 matters in which I have been counsel or co-counsel resulting in **well over \$200 million** in
13 settlements which are in the process of being finalized, and with numerous upcoming mediations
14 scheduled. In those and numerous other matters, I have managed and assisted with the litigation
15 and settlement of many wage and hour PAGA and class actions. In those actions, I performed
16 similar tasks as those performed in the course of prosecuting this action. Indeed, I recently tried
17 and prevailed in achieving a jury verdict in a wage and hour class action in the matter of *Aguilar-*
18 *Flores v. Javier's – CC LLC*, Los Angeles County Superior Court, Case No. 19STCV36438.

19 26. I have received numerous awards for my legal work. For example, from 2015 to
20 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters).
21 have also served on numerous prominent boards and in other leadership positions, including
22 currently serving as Southern California Regional President for the Hispanic National Bar
23 Association and on the board of directors of the Mexican American Bar Foundation. I also
24 previously served on the 5-member Los Angeles Civil Service Commission, which generally
25 oversees the personnel decisions for the City of Angeles.

26 27. I have also published numerous blogs on labor and employment issues including on
27 wage and hour issues. For example, I published "Headline News: Wal-Mart v. Dukes-Impact on
28 Class Action Litigation" (while a partner with Foley & Lardner LLP) and "Are You Really

1 Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with
2 Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a
3 presenter involving the “Employment Law Update” at a National Employment Law Council
4 conference.

5 28. Diego Aviles (“Mr. Aviles”) is a Junior Partner at WLF. He graduated from the
6 University of California, Irvine, with a Bachelor of Arts in Political Science as well as a Bachelor
7 of Arts in Criminology, Law, and Society, and received his Juris Doctor from the Santa Clara
8 University School of Law in 2015. During law school, Mr. Aviles was President for the Santa Clara
9 Employment Law Society, Board Member of the Honors Moot Court, and President of the Santa
10 Clara University La Raza Chapter. He clerked for the Equal Employment Opportunity Commission
11 in San Francisco, California, and also worked with the Workers’ Rights Clinic in San Jose,
12 California, among other employment law firms. He was admitted to practice law in the State of
13 California in 2017. Since graduating from law school, he has focused his legal work exclusively
14 on employment matters, including wage-and-hour class action and PAGA representative action
15 litigation, and he has helped obtain dozens of settlements on behalf California workers. He has
16 been appointed Class Counsel numerous times in California and most recently achieved a
17 published California Appellate opinion in the matter of *Alberto v. Cambrian Homecare, et al.*, 91
18 Cal.App.5th 482 regarding employment arbitration agreements. He has also been a member of the
19 California Employment Lawyers Association (CELA) since at least 2019.

20 29. Harry Erganyan (“Mr. Erganyan”) is an Associate Attorney at WLF. He was
21 admitted to practice law in the State of California in 2021. Mr. Erganyan graduated from Loyola
22 Marymount University, with a Bachelor of Arts in Political Science. He received his Juris Doctor
23 from Southwestern Law School. During law school, he externed for the Los Angeles City Attorney.
24 Since January 2021, Mr. Erganyan’ practice has been focused on wage and hour class action
25 litigation.

26 30. Mariam Nazaretyan (“Ms. Nazaretyan”) is an Associate Attorney at WLF. She was
27 admitted to practice law in the State of California in 2021. Ms. Nazaretyan graduated from Loyola
28 Marymount University with a Bachelor of Arts in Political Science. She received her Juris Doctor

1 from Southwestern Law School. During law school, she was a student editor for the Journal of
2 International Media and Entertainment Law and secretary of the Student Bar Association. Since
3 graduating, Ms. Nazaretyan’s practice has been focused on international humanitarian law and
4 employment law.

5 31. Emily K. Borman (“Ms. Borman”) is a Junior Partner at WLF. She was admitted to
6 practice law in the State of California in May 2015. Ms. Borman graduated from Cornell University
7 with a Bachelor of Science in Development Sociology and a Minor in Applied Economics and
8 Management. While at Cornell she was inducted into the Alpha Kappa Delta International Honor
9 Society. Ms. Borman received her Juris Doctor from University of California Law San Francisco
10 (formerly UC Hastings). Since graduating, her practice has been in employment law, including
11 plaintiff-side wage and hour cases. She has received numerous awards for her legal work. In 2021
12 and from 2023 to 2025, Super Lawyers selected her as a “Southern California Rising Star.

13 32. Courtney M. Miller (“Ms. Miller”) is a Settlement Attorney at WLF. She was
14 admitted to practice law in the State of California in 2019. Ms. Miller graduated from the
15 University of California, Santa Cruz, with a Bachelor of Arts in Sociology. Prior to becoming an
16 attorney, Ms. Miller worked at a boutique civil litigation firm for nearly a decade, primarily
17 handling employment matters. She earned her Juris Doctor from Southwestern Law School in
18 2019. Ms. Miller has prosecuted wage and hour class and PAGA actions, almost exclusively, since
19 2020. As a handling attorney, Ms. Miller obtained over \$30 million dollars in settlements on behalf
20 of California employees.

21 **No Conflicts**

22 33. WLF has no actual or potential conflicts of interest with Class Members or the
23 proposed Administrator, Apex Class Action Administration.

24 34. I am not aware of any class, representative or other collective action in any other
25 court in this or any other jurisdiction that asserts claims similar to those asserted in this action on
26 behalf of a class or group of individuals, some or all of whom would also be members of the class
27 defined in this action. I also made a reasonable inquiry of other members of WLF to determine
28 whether they are aware of any such similar actions.

35. WLF does not have a fee splitting agreement in this case.

Plaintiff's Instrumental Role

36. Plaintiff has devoted considerable time and demonstrated an ability to advocate for the interests of Class Members by initiating these lawsuits, providing information to his attorneys, meeting with his attorneys to discuss his claims, and reviewing the proposed Settlement. His efforts and the information he provided to WLF were invaluable in prosecuting this action.

Settlement Administrator

37. WLF sought bids from two (2) third-party administrators for administering this Settlement and the Parties selected the lower bidder, Apex Class Action Administration. A true and correct copy of Apex Class Action Administration's will-not-exceed bid to administer this Settlement is attached hereto as **Exhibit 4**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 2, 2026 at Los Angeles, California.

John C. Ysles

John G. Yslas

EXHIBIT 1

WILSHIRE LAW FIRM, PLC

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Tae Kim, Esq.	Nathan Kingery, Esq.
Daniel DeSantis, Esq.	Elizabeth Votra, Esq.
Jennifer P. Burkes, Esq.	Benjamin Haber, Esq.
Mary Caruso, Esq.	Ghazaleh Attaran, Esq.
Johnny Ogata, Esq.	Adam Sherman, Esq.
Nicol Hajjar, Esq.	Jesenia Martinez, Esq.
Stephanie Mazepa, Esq.	Arrash Fattahi, Esq.
Brad Stuckey, Esq.	Jesse Chen, Esq.
Thiago Coelho, Esq.	Arsine Grigoryan, Esq.
Cameron Stewart, Esq.	
Shahin Rezvan, Esq.	

January 30, 2024

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Brandon Bowyer
Agent for Service of Process
ABS Facility Services, Inc.
520 E. Rincon St., Ste. 102
Corona, CA 92879
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6579 6355 95

Re: ***Ryan Hunt v. ABS Facility Services, Inc.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Ryan Hunt ("Mr. Hunt" or "Employee") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employee's former employers, ABS Facility Services, Inc. ("ABS" or "Employers"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employee and some or potentially all of Employers' Aggrieved Employees.

Mr. Hunt wishes to pursue this action on behalf of Employee as Aggrieved Employees, on behalf of the State of California, as well as on behalf of some or potentially all other persons who worked for ABS in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Employee and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Mr. Hunt's Employment with ABS

ABS is a furniture and home furnishings manufacturing company. Employee worked as an installer. Employee's primary job function was to load and unload furniture into company trucks

and install furniture and home furnishing for Employers' customers. In performing Employee's duties, Employee was regularly required to perform work (off-the-clock), without compensation. Employee was also frequently deprived of an opportunity to take legally compliant meal and rest breaks. Employers failed to provide Employee and other Aggrieved Employees with the meal and rest break premiums they were entitled to under the Labor Code. Additionally, Employee necessarily incurred business-related expenses, but Employers failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories the Employee asserts, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Mr. Hunt is a resident of Hesperia, California who worked for Employers in Riverside County, California as an hourly-paid, non-exempt employee from approximately March 2023 to approximately October 2023.

During Employee's employment for Employers, Employers paid Employee an hourly wage and classified Employee as non-exempt from overtime. Employers typically scheduled Employee to work at least five days in a workweek and at least eight hours per day, but Employee also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employee's employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employee with legally compliant meal periods, failed to authorize and permit Employee to take rest periods, failed to timely pay all final wages to Employee when Employers terminated Employee's employment, failed to furnish accurate wage statements to Employee, failed to indemnify Employee for business expenditures, and failed to timely produce Employee's requested employment records. As discussed below, Employee's experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers at times failed to pay Employee and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employers at times required Employee and the Aggrieved Employees, or some of them, to work "off-the-clock," uncompensated, by, for example, requiring Employee and the Aggrieved

Employees to perform work during uncompensated meal periods and rest periods, and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employers at times failed to properly calculate Employee's regular rate of pay when paying overtime, by failing to include all compensation in Employee's overtime calculations. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employee and the Aggrieved Employees, or some of them, worked.

Throughout the statutory period, Employers also engaged, at times, in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Employers could and did track the exact time in minutes that Employee worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to "precisely capture time worked" means that "the employer must pay the employee for that worktime when due." (*Id.* at 671.) As a result of Employers' rounding policy, Employee consistently was not compensated at least minimum wage for all hours that Employee worked.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Employers at times wrongfully failed to provide Employee and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). Employers also continued to assert control over Employee and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform Employee of Employee's right to, nor permitted Employee to take, all of Employee's second meal periods when Employee worked at least ten hours of work in a workday and otherwise unlawfully pressured Employee to waive such breaks. Accordingly, Employers at times failed to provide meal periods to Employee and the Aggrieved Employees, or some of them, in compliance with California law.

Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employee and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers' authorizing and permitting Employee to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted. Instead, Employers at times continued to assert control over Employee and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or at times by denying Employee and the Aggrieved Employees, or some of them, permission to take a rest period. Accordingly, Employers at times failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employee and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employee all wages due, and failed to pay those wages twice a month, in that Employee was not paid all wages for all meal periods not provided

by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employee the legally required wages for unpaid wages, and Employee and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employee and the Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employee and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employee and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Employee and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail, to pay Employee and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving

Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employee and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Employee and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, Employee and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employee and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to

comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required Employee and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers. Employee and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses. Employee and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employee and the Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees, or some of them, for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, Employee and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep

accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employee and Aggrieved Employees, or some of them, by virtue of Employers' time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

Employers failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers' failure to relieve Employee and Aggrieved Employees, or some of them, of all duties and Employers' control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employee and Aggrieved Employees, or some of them. Employers' failure to keep "accurate and complete" payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.¹

Violation of Wage Theft Protection Act of 2011

Based on information and belief, Employers failed at times, and continue at times to fail, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and Aggrieved Employees, or some of them, with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

rates of pay that are in effect, has permitted Employers to pay Aggrieved Employees, or some of them, at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, Aggrieved Employees, or some of them, may collect from Employers in connection with these violations' civil penalties pursuant to Labor Code sections 558 and 2699.

Violation of California Labor Code §§ 245-248.5

Throughout the relevant time period, Employers at times failed to provide proper paid sick leave to Employee and other Aggrieved Employees, or some of them. Employers either failed at times to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Employee and other Aggrieved Employees, or some of them, by failing at times to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to unpaid meal periods that were restricted to Employers' premises) and by failing at times to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, Employers further failed at times to provide notice of the correct sick leave amount balance available to Employee and other Aggrieved Employees, or some of them, on their wage statements or other written statement.

Based on information and belief, Employers at times failed to put Aggrieved Employees, or some of them, on notice of their paid sick leave rights, thereby failing at times to put their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, Employers at times failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employees, or some of them.

Based on information and belief, Employers at times failed to provide notice of sick leave amount balance left for Employee and other Aggrieved Employees, or some of them, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Employee, and other Aggrieved Employees, or some of them, would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and Employee seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of Employee and the Aggrieved Employees, or some of them.

In violation of Labor Code section 247.5, Employers at times failed to maintain records documenting the hours worked and paid sick days accrued and used by Employee and Aggrieved Employees, or some of them, permitting the presumption that Employee and these Aggrieved Employees, or some of them, were entitled to the maximum number of hours accruable under this article.

Upon information and belief, Employers at times further failed and continue at times to fail to comply with Labor Code section 246, by failing to provide Employee and Aggrieved Employees, or some of them, with a Labor Code section 226 wage statement, or separate writing containing

the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

Employers at times unlawfully retained and continue at times to retain paid sick leave that should have been paid but was not, as a result of Employers' failure, at times, to properly institute a paid sick leave program.

On information and belief, Employee alleges that these practices at times were experienced and continue to be experienced at times by other Aggrieved Employees, or some of them.

Employee requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Employers' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Employee and other Aggrieved Employees, or some of them, are entitled to injunctive relief, attorneys' fees, declaratory relief, restitution, and penalties as permitted by law. Employee requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, Employers at times violated Labor Code section 248.2 by not providing Aggrieved Employees, or some of them, with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

Employers at times violated and continue at times to violate Labor Code section 216 by failing to pay Employee and Aggrieved Employees, or some of them, for all hours worked at the proper wage rate and by failing to pay Employee and Aggrieved Employees, or some of them, an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject Employers to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each Aggrieved Employee (or some of them) so affected, for each pay period (or some of them) during which the statute's provisions were violated.²

² Labor Code § 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

Seating Violations

Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, Employers at times failed to provide Aggrieved Employees, or some of them, with suitable seating, and when such employees, or some of them, were not engaged in duties which required them to stand, at times no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that Aggrieved Employees were working. Lastly, based on information and belief, Aggrieved Employees at times were not engaged in active duties of their employment, yet at times there were no suitable seats in reasonable proximity to the work area, and use of seats would not have interfered with the performance of their duties.

Employers' Aggrieved Employees worked in various positions. The nature of Employee's and other Aggrieved Employees' work, or some of them, reasonably permitted the use of seats. However, Employers at times failed to provide suitable seating in reasonable proximity to Aggrieved Employees' work areas, or some of them, in violation of section 14(A-B) of applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting Employers to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each Aggrieved Employee, or some of them, results in a separate civil penalty.³

Statutory Wage Violations

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

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³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

As described above, Employers at times willfully and systematically denied Employee and other Aggrieved Employees, or some of them, of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Employers at times acted with the intent to deprive some or all of them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, Employers at times paid Employee and other Aggrieved Employees, or some of them, lower wages than those to which they were entitled, while purporting that Employee and all Aggrieved Employees were properly paid. As such, Employee and Aggrieved Employees, or some of them, are entitled to recover penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, Employers at times had and continue at times to have a policy and/or practice of failing to allow Aggrieved Employees, or some of them, and Exempt Aggrieved Employees, or some of them, to use their earned vacation/paid time off during their employment and failing at times to pay all vested, accrued paid time off to Aggrieved Employees, or some of them, and/or Exempt Aggrieved Employees, or some of them, upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Failure to Timely Provide Temporary Workers with Owed Wages

On information and belief, Employers at times had and have failed to provide temporary workers, or some of them, with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employers would be liable for civil penalties pursuant to Labor Code sections 201.3.

Unlawful Agreements/ Unlawful Criminal History Inquiries

Unlawful Agreements

Labor Code section 432.5 provides that "no employer ... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer ... to be prohibited by law." Based on information and belief, Employers at times required Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to unlawful conditions of employment including but not limited to unlawful non-compete and/or non-solicitation agreements as well as unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers' ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to

work) in certain positions (e.g., managerial positions, financially related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA - CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, Employers at times ordered unlawful financial credit checks on Aggrieved Employees and Exempt Aggrieved Employees, or some of them, in violation of Labor Code section 1024.5, and at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, Employers also at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA. For example, based on information and belief, Employers required Employee to submit and/or agree to submit in writing to an unlawful background check as a condition of obtaining and/or holding employment in violation of, including but not limited to, Labor Code section 432.5.

Based on information and belief, Employers at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to a background check which failed to abide by the requirements set forth in California Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing, at times, to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing at times to provide disclosures free of extraneous information, failing at times to provide a lawful purpose for the background check, failing at times to provide a summary of rights under the ICRAA and/or the FCRA, failing at times to provide a way by which the individual could request a copy of the report, failing at times to disclose the name, address, and telephone number of the third party preparing the report, and failing at times to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By at times requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, Employers violated Labor Code section 432.5.

Based on information and belief, Employers also at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to provide ongoing consent to Employers to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by at times requiring applicants and employees, or some of them, to agree to an unlawful provision as a condition of employment.

Based on further information and belief, Employers knew that requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree at times to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree at times in writing to unlawful provisions as a condition of employment, Employers violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, Employers at times asked Aggrieved Employees and Exempt Aggrieved Employees, or some of them, about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, Employers, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), at times asked Aggrieved Employees and Exempt Aggrieved Employees, or some of them, about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking, at times, about arrests not resulting in convictions, Employers violated Labor Code section 432.7. By asking, at times, about convictions at the application phase or prior to extending an employment offer, Employers violated California’s Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, Employers at times violated Labor Code section 432.5 by requiring Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to other unlawful agreements, including but not limited to an unlawful waiver of PAGA and or representative actions, as a condition of employment.

An action pursuant to PAGA “...is a representative action on behalf of the state” *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and unenforceable. *See Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 (“We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”).

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is no individual component to a PAGA action because ‘every PAGA action ... is a representative action on behalf of the state.’”).

Upon information and belief, Employers at times required Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By at times requiring Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree, in writing, to an unlawful PAGA waiver, Employers at times required written agreement to an unlawful provision as a condition of employment, which is a violation of labor code section 432.5.

As such, Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, continue to be subject at times to various unlawful provisions as a condition of employment.

Preventing Employees from Using or Disclosing Skills, Knowledge, and Experience

On information and belief, Employers at times have prevented Employee and/or other Aggrieved Employees, or some of them, from using or disclosing the skills, knowledge, and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees, or some of them, from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employers and under what circumstances they might be receptive to an offer from a rival employer. As such, Employee is informed and believes, this violates Business and Professions Code sections 17200, 16600 and 16700 and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Whistleblower Violations

On information and belief, Employers at times have prevented Employee and/or other Aggrieved Employees, or some of them, from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and thus in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices at times prevent Employee and/or other Aggrieved Employees, or some of them, from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 98.6, 232, and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Workplace Health and Safety Violations

On information and belief, Employers at times have failed to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employee is informed and believes, and based thereon alleges, that Employers at times have required or permitted employees, or some of them, to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employee is informed and believes, and based thereon alleges, that Employers at times have failed or neglected to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403. Employee is informed and believes, and based thereon alleges, that these failures include, without limitation, at times failing to disinfect time clocks and other surfaces after use by Employee and/or other Aggrieved Employees, or some of them; at times failing to provide adequate protection equipment to Employee and/or other Aggrieved Employees, or some of them; and at times failing to provide adequate distance in working conditions between Employee and/or other Aggrieved Employees, or some of them.

On information and belief, Employers violated section 1527, 3366, 3457 and 8397.4 by failing at times to provide adequate and readily accessible sanitation facilities; a regular schedule for

servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employers at times violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit rest periods;
4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing at times to timely produce requested payroll records, timecards, and personnel records;
10. Labor Code § 1174 by failing at times to keep accurate and complete payroll records;
11. Labor Code §§ 245-248.5 by failing at times to provide proper sick leave and supplemental paid sick leave;
12. Labor Code § 216 for refusal at times to pay wages due and payable and/or denial at times of the validity of any claim to wages due;
13. Labor Code § 223 for at times secretly paying wages lower than required by statute while purporting to pay legal wages;
14. Labor Code § 227.3 for failure at times to pay vested vacation and/or paid time off;
15. Section 14(A-B) of all applicable IWC Wage Orders for failure at times to provide suitable seating;
16. Labor Code § 432.5 for unlawful agreements;
17. Labor Code § 201.3 for failure at times to timely provide temporary workers, or some of them, with wages;
18. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5 for at times preventing employees, or some of them, from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations;
19. Labor Code § 432.7 for unlawful inquiries at times into criminal histories; and

LWDA

Notice of Labor Code Violations and PAGA

January 30, 2024

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20. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401 for workplace health and safety violations.

Therefore, on behalf of potentially Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Employee has placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "John Yslas", is written over the printed name.

John G. Yslas, Esq.

EXHIBIT 2

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Attorneys for Defendant
ABS Facility Services, Inc.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

RYAN HUNT, individually, and on behalf of
others similarly situated,

Plaintiff,

vs.

ABS FACILITY SERVICES, INC., a Nevada
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CVRI2400522

*Assigned for All Purposes To:
Hon. Harold W. Hopp, Dept. 1*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
2 Plaintiff Ryan Hunt (“Plaintiff”) and Defendant ABS Facility Services, Inc. (“Defendant”). The
3 Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

4 1. **DEFINITIONS.**

5 1.1 “Actions” means Plaintiff’s lawsuit alleging class action wage and hour violations
6 against Defendant captioned *Ryan Hunt v. ABS Facility Services, Inc.*, Case No. CVRI2400522,
7 filed on January 30, 2024 in Riverside County Superior Court (“Class Action”), and Plaintiff’s
8 lawsuit alleging representative claims under the Private Attorneys General Act of 2004 (“PAGA”)
9 against Defendant captioned *Ryan Hunt v. ABS Facility Services, Inc.*, Case No. CVRI2401936,
10 filed on April 4, 2024 in Riverside County Superior Court (“PAGA Action”).

11 1.2 “Administrator” means Apex Class Action Settlement Administrators, the neutral entity
12 the Parties have agreed to appoint to administer the Settlement.

13 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
14 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
15 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
16 Approval of the Settlement.

17 1.4 “Aggrieved Employee” means all persons who worked for Defendant in California as an
18 hourly-paid or non-exempt employee at any time during the PAGA Period.

19 1.5 “Class” means all persons who worked for Defendant in California as an hourly-paid or
20 non-exempt employee at any time during the Class Period.

21 1.6 “Class Counsel” means John G. Yslas, Diego Aviles, Harry Erganyan, and Mariam
22 Nazaretyan of Wilshire Law Firm, PLC.

23 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
24 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will
25 request approval from the Court of up to one-third (1/3) of the GSA (currently one hundred ten
26 thousand dollars and zero cents [\$110,000.00]).

27 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
28 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Actions,

not to exceed thirty-five thousand dollars and zero cents (\$35,000.00) and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

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

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

1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” or “Class Settlement Period” means the period from January 30, 2020, through April 15, 2025 (“Settlement Class Period”), but may also refer to an extended period based on Defendant’s election for this Settlement to cover a period until preliminary court approval of this Settlement pursuant to the Escalator Provision, Section 8, *infra*

1.14 “Class Representative” means the named Plaintiff Ryan Hunt in the Actions.

1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the Actions and providing services in support of the Actions.

1.16 “Court” means the Superior Court of California, County of Riverside.

1.17 “Defendant” means named Defendant ABS Facility Services, Inc.

1.18 “Defense Counsel” means Dina Glucksman and Alexander K. Spellman of Gordon Rees Scully Mansukhani, LLP.

/ / /

1.19 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 “Gross Settlement Amount” or “GSA” means three hundred thirty thousand dollars and zero cents (\$330,000.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25 “Individual PAGA Payment” means the or an Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative

1 Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and
2 the Administration Costs Payment. The remainder is to be paid to Participating Class Members
3 as Individual Class Payments.

4 1.30 “Non-Participating Class Member” means any Class Member who opts out of the
5 Settlement by sending the Administrator a valid and timely Request for Exclusion.

6 1.31 “Operative Class Complaint” means the operative complaint filed on January 30, 2024,
7 in *Ryan Hunt v. ABS Facility Services, Inc.*, Case No. CVRI2400522 (Riverside County Superior
8 Court).

9 1.32 “Operative PAGA Complaint” means the operative complaint filed on April 4, 2024, in
10 *Ryan Hunt v. ABS Facility Services, Inc.*, Case No. CVRI2401936 (Riverside County Superior
11 Court).

12 1.33 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
13 worked for Defendant for at least one day during the PAGA Period.

14 1.34 “PAGA Period” means the period from January 30, 2023, through April 15, 2025, but
15 may also refer to an extended period based on Defendant’s election for this Settlement to cover a
16 period until preliminary court approval of this Settlement pursuant to the Escalator Provision,
17 Section 8, *infra*.

18 1.35 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

19 1.36 “PAGA Notice” means Plaintiff’s January 30, 2024, letter to the LWDA and Defendant
20 providing notice pursuant to Labor Code section 2699.3, subd.(a).

21 1.37 “PAGA Penalties” means the total amount of \$20,000.00 in PAGA civil penalties to be
22 paid from the Gross Settlement Amount, allocated 25% five-thousand dollars (\$5,000.00) to the
23 Aggrieved Employees and 75% fifteen-thousand dollars (\$15,000.00) to the LWDA in settlement
24 of PAGA claims.

25 1.38 “Participating Class Member” means a Class Member who does not submit a valid and
26 timely Request for Exclusion from the Settlement.

27 1.39 “Plaintiff” means Ryan Hunt, the named plaintiff in the Actions.

28 / / /

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

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

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

1.43 "Released Parties" means Defendant.

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

1.45 "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.46 "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

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

2. **RECITALS.**

2.1 On January 30, 2024, Plaintiff filed the Operative Class Action Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) Unfair Business Practices.

2.2 On January 30, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under

1 PAGA (LWDA-CM-1008161-24). On April 4, 2024, after the 65-day statutory period passed,
2 Plaintiff filed the Operative PAGA Complaint, alleging claims for penalties pursuant to Labor
3 Code § 2699, *et seq.*

4 2.3 Defendant denies the allegations in the Actions, denies any failure to comply with the
5 laws identified in the Actions, and denies any and all liability for the causes of action alleged in
6 the Actions.

7 2.4 On February 12, 2025, the Parties participated in an all-day mediation presided over by
8 mediator Gig Kyriacou. The Parties accepted a mediator's proposal but until recently, the Parties
9 were not able to agree on the specific terms set out in this Agreement.

10 2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
11 of, and applicable law to, the Actions. Prior to mediation, Plaintiff obtained and analyzed a
12 representative sampling of time and payroll data for Class Members and the necessary policy
13 documents through informal discovery to properly evaluate the strengths and weakness of the
14 claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient
15 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48
16 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-
17 130 (2008) ("*Dunk/Kullar*").

18 2.6 The Court has not granted class certification because the Parties engaged in mediation
19 before any class certification.

20 2.7 The Parties and their counsel represent that they are not aware of any other pending
21 matters or actions asserting claims that will be extinguished or affected by the Settlement.

22 3. **MONETARY TERMS.**

23 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
24 Defendant will pay three hundred thirty thousand dollars and zero cents (\$330,000.00) to fully
25 settle, resolve, and extinguish all claims asserted in the Actions, including without limitation all
26 claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does
27 not include employer payroll taxes owed on the wage portions of the Individual Class Payments,
28 which Defendant will pay separately.

1 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
2 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
3 in the Final Approval:

4 3.2.1 To Plaintiff: A payment for the Class Representative Service Payment to Plaintiff
5 of not more than seven thousand five hundred dollars and zero cents (\$7,500.00) in addition to
6 any Individual Class Payment and any Individual PAGA Payment the Class Representative is
7 entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request
8 for a Class Representative Service Payment that does not exceed this amount. As part of the
9 motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court
10 approval for any Class Representative Service Payment no later than sixteen (16) court days prior
11 to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
12 Representative Service Payment less than the amount requested, the Administrator will retain the
13 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
14 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
15 assumes full responsibility and liability for employee taxes owed on the Class Representative
16 Service Payment.

17 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
18 Gross Settlement Amount, which is currently estimated to be one hundred ten thousand dollars
19 and zero cents (\$110,000.00) and a Class Counsel Litigation Expenses Payment for actual costs,
20 not to exceed thirty-five thousand dollars with zero cents (\$35,000.00). Defendant will not oppose
21 requests for these payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel
22 Fees and Litigation Expenses Payment no later than sixteen (16) court days prior to the Final
23 Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel
24 Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts
25 requested, the Administrator will allocate the remainder to the Net Settlement Amount for
26 distribution to Participating Class Members. Released Parties shall have no liability to Class
27 Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel
28 Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the

Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Costs Payment not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less, or the Court approves payment of less than \$7,000.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

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

3.2.4.1 Tax Allocation of Individual Class Payments. Fifteen percent (15%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty-five percent (85%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest, reimbursement, and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

/ / /

1 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of twenty
2 thousand dollars and zero cents (\$20,000.00) to be paid from the Gross Settlement Amount, with
3 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the
4 Individual PAGA Payments.

5 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
6 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$5,000.00 by
7 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
8 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA
9 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
10 their Individual PAGA Payment.

11 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,
12 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
13 Participating Class Members. The Administrator will report the Individual PAGA Payments on
14 IRS 1099 Forms.

15 **4. SETTLEMENT FUNDING AND PAYMENTS.**

16 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
17 records, Defendant represents there are 140 Class Members who collectively worked a total of
18 10,310 workweeks during the Class Period, and 106 Aggrieved Employees who worked a total
19 of 4,368 PAGA Pay Periods during the PAGA Period.

20 4.2 Class Data. Not later than ten (10) days after the Court grants Preliminary Approval of
21 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
22 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
23 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
24 and for no other purpose, and restrict access to the Class Data to Administrator employees who
25 need access to the Class Data to effect and perform under this Agreement. Defendant has a
26 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
27 class member identifying information and to provide corrected or updated Class Data as soon as
28 reasonably feasible. Without any extension of the deadline by which Defendant must send the

1 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
2 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
3 Data.

4 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
5 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
6 the funds to the Administrator no later than sixty-five (65) days after the Effective Date or April
7 27, 2026, whichever occurs later. In no event shall funding described in this section take place
8 prior to April 27, 2026.

9 4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendant fully
10 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
11 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs
12 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
13 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the
14 Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall
15 not precede disbursement of Individual Class Payments and Individual PAGA Payments.

16 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
17 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
18 face of each check shall prominently state the date (180 days after the date of mailing) when the
19 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the
20 Void Date. The Administrator will send checks for Individual Settlement Payments to all
21 Participating Class Members (including those for whom the Class Notice was returned
22 undelivered). The Administrator will send checks for Individual PAGA Payments to all
23 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
24 Employees (including those for whom Class Notice was returned undelivered). The Administrator
25 may send Participating Class Members a single check combining the Individual Class Payment
26 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
27 must update the recipients' mailing addresses using the National Change of Address Database.

28 / / /

1 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
2 Members whose checks are returned undelivered without USPS forwarding address. Within seven
3 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
4 forwarding address provided or to an address ascertained through the Class Member Address
5 Search. The Administrator need not take further steps to deliver checks to Class Members whose
6 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
7 replacement check to any Class Member whose original check was lost or misplaced, requested
8 by the Class Member prior to the void date.

9 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
10 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
11 funds to the California Controller's Unclaimed Property Fund in the name of the Class member
12 thereby leaving no "unpaid residue", subject to the requirements of California Code of Civil
13 Procedure Section 384, subd. (b).

14 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
15 not obligate Defendant to confer any additional benefits or make any additional payments to Class
16 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

21 5.1 **Plaintiff's Release.** Plaintiff discharges Released Parties from all claims,
22 transactions, or occurrences, that occurred during the Class Period, including all claims that were,
23 or reasonably could have been, alleged, based on the facts contained in the Actions; and claims
24 under the Fair Employment and Housing Act, Americans with Disabilities Act, Title VII of the
25 Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under federal law
26 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this
27 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
28 social security benefits, workers' compensation benefits that arose at any time, or based on

1 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or
2 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
3 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
4 notwithstanding such different or additional facts or Plaintiff's discovery of them.

5 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
6 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
7 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

12 5.2 Released Class Claims: All Participating Class Members will release all claims, rights,
13 demands, liabilities, and causes of action, alleged or which could have reasonably been alleged
14 based on the facts alleged in the Operative Class Complaint, including but not limited to: (1)
15 failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194,
16 1194.2, and 1197); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 1194 and
17 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4)
18 failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7); (5) failure to
19 timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to
20 provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to
21 indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); (8) failure to
22 produce requested employment records (pursuant to Cal. Labor Code §§ 226 and 1198.5); and (9)
23 unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The enumeration
24 of these specific claims shall neither enlarge nor narrow the scope of *res judicata* based on the
25 claims that were asserted in the Actions or could have been asserted in the Actions based on the
26 facts and circumstances alleged in the Operative Class Complaint. The Released Class Claims are
27 those that accrued during the Class Period.

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1 5.3 Released PAGA Claims: Plaintiff, on behalf of himself and the State of California will
2 release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged
3 based on the facts alleged in the Operative PAGA Complaint and in Plaintiff's January 30, 2024
4 PAGA Notice, including but not limited to: (1) failure to pay minimum, straight time, and
5 overtime wages (pursuant to Cal. Labor Code §§ 204, 510, 1194, 1197 and 1197.1); (2) failure to
6 provide meal periods (pursuant to Cal. Labor Code § 226.7); (3) failure to authorize and permit
7 rest periods (pursuant to Cal. Labor Code § 226.7); (4) failure to pay all earned wages two times
8 per month (pursuant to Cal. Labor Code § 204); (5) failure to maintain accurate records of hours
9 worked and meal periods taken or missed (pursuant to Cal. Labor Code § 1174.5); (6) failure to
10 timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203); (7) failure to
11 provide accurate itemized wage statements (pursuant to Cal. Labor Code § 226); (8) failure to
12 indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (9) failure to
13 produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5);
14 (10) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor
15 Code § 1174); (11) failure to provide proper sick leave and supplemental paid sick leave (pursuant
16 to Cal. Labor Code § 245 – 248.5); (12) refusal to pay wages due and payable and/or denial of
17 the validity of any claim to wages due (pursuant to Cal. Labor Code § 216); (13) secretly paying
18 wages lower than required by statute while purporting to pay legal wages (pursuant to Cal. Labor
19 Code §223); (14) failure to pay vested vacation and/or paid time off (pursuant to Cal. Labor Code
20 § 227.3); (15) failure to provide suitable seating (pursuant to section 14(A-B) of all applicable
21 IWC Wage Orders); (16) unlawful agreements (pursuant to Cal. Labor Code § 432.5); (17) failure
22 to timely provide temporary workers with wages (pursuant to Cal. Labor Code § 201.3); (18)
23 preventing employees from using or disclosing the skills, knowledge and experience they
24 obtained, and whistleblower violations (pursuant to Cal. Labor Code §§ 98.6, 232, 232.5, 1102.5,
25 and 1197.5); (19) unlawful inquiries at times into criminal histories (pursuant to Cal. Labor Code
26 § 432.7); and (20) workplace health and safety violations (pursuant to Cal. Labor Code §§ 1526,
27 3366, 3457, 8397.4, and 6401). The Released PAGA Claims are those that accrued during the
28

1 PAGA Period. Except as specified in the Class Release, Plaintiff does not release any Aggrieved
2 Employees' claims for wages or damages

3 6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for
4 preliminary approval ("Motion for Preliminary Approval").

5 6.1 Defendant's Declaration in Support of Preliminary Approval. Within twenty (20) days
6 of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a
7 signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual
8 or potential conflicts of interest with the Administrator.. In their Declaration, Defense Counsel
9 and Defendant shall aver that they are not aware of any other pending matter or action asserting
10 claims that will be extinguished or adversely affected by the Settlement. If there is any similar
11 action, the declaration shall state the name and case number of such case, the nature of the claims
12 asserted, the definition of the class or other parties on whose behalf the action is brought, and the
13 procedural status of that case. Separately, counsel for Defendant shall inform Plaintiff's counsel
14 via e-mail the number of Class Members, the number of Class Member Workweeks in the Class
15 Period, the number of Aggrieved Employees and PAGA Pay Periods in the PAGA Period.

16 6.2 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining
17 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
18 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
19 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));
20 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
21 (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness
22 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
23 interest with Class Members, and/or the Administrator; (v) a signed declaration from Class
24 Counsel firm attesting to its competency to represent the Class Members; its timely transmission
25 to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section
26 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement
27 (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential
28 conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff

1 and Class Counsel shall aver that they are not aware of any other pending matter or action
2 asserting claims that will be extinguished or adversely affected by the Settlement.

3 6.3 Responsibilities of Counsel. Class Counsel are responsible for expeditiously finalizing
4 the Motion for Preliminary Approval. Defense Counsel is responsible for cooperating to ensure
5 that Class Counsel may draft, revise, finalize, and file said Motion (see Duty to Cooperate, section
6 6.4, *infra*). Class Counsel will obtain a prompt hearing date for the Motion for Preliminary
7 Approval, file the Motion for Preliminary Approval no later than sixteen (16) court days before
8 the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval
9 Order to the Administrator.

10 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
11 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
12 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
13 or by telephone or other remote fashion (*e.g.*, Zoom or Microsoft Teams or similar), and in good
14 faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions
15 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense
16 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by
17 telephone (or other remote fashion as described in this section), and in good faith, to modify the
18 Agreement and otherwise satisfy the Court's concerns.

19 7. **SETTLEMENT ADMINISTRATION.**

20 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action
21 Administrators to serve as the Administrator and verified that, as a condition of appointment, the
22 Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
23 specified in this Agreement in exchange for payment of Administration Costs. The Parties and
24 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
25 Administrator other than a professional relationship arising out of prior experiences administering
26 settlements.

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1 7.2 Employer Identification Number. The Administrator shall have and use its own
2 Employer Identification Number for purposes of calculating payroll tax withholdings and
3 providing reports to state and federal tax authorities.

4 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
5 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
6 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
7 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
8 to Participating Class Members.

9 7.4 Notice to Class Members.

10 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
11 shall notify Class Counsel that the list has been received and state the number of Class Members,
12 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

13 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14
14 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members
15 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
16 Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit
17 A. The first page of the Class Notice shall prominently estimate the dollar amounts of any
18 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
19 the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before
20 mailing Class Notices, the Administrator shall update Class Member addresses using the National
21 Change of Address database.

22 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
23 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
24 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
25 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
26 Notice to the most current address obtained. The Administrator has no obligation to make further
27 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
28 USPS a second time.

1 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
2 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
3 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
4 whose notice is re-mailed. The Administrator will inform the Class Member of the extended
5 deadline with the re-mailed Class Notice.

6 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
7 discovers any persons who believe they should have been included in the Class Data and should
8 have received Class Notice, the Parties will expeditiously meet and confer in person or by
9 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
10 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
11 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
12 requiring them to exercise options under this Agreement not later than fourteen (14) days after
13 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

14 7.5 Requests for Exclusion (Opt-Outs).

15 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
16 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
17 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
18 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
19 is a letter from a Class Member or his/her representative that reasonably communicates the Class
20 Member's election to be excluded from the Settlement and includes the Class Member's name,
21 address and email address or telephone number. To be valid, a Request for Exclusion must be
22 timely faxed, emailed, or postmarked by the Response Deadline.

23 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
24 to contain all the information specified in the Class Notice. The Administrator shall accept any
25 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
26 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
27 determination shall be final and not appealable or otherwise susceptible to challenge. If the
28 Administrator has reason to question the authenticity of a Request for Exclusion, the

1 Administrator may demand additional proof of the Class Member's identity. The Administrator's
2 determination of authenticity shall be final and not appealable or otherwise susceptible to
3 challenge.

4 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
5 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
6 bound by all terms and conditions of the Settlement, including the Participating Class Members'
7 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
8 Class Member actually receives the Class Notice or objects to the Settlement.

9 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
10 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
11 right to object to the class action components of the Settlement. Because future PAGA claims are
12 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
13 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
14 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

15 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
16 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
17 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
18 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
19 may challenge the allocation by communicating with the Administrator via fax, email or mail.
20 The Administrator must encourage the challenging Class Member to submit supporting
21 documentation. In the absence of any contrary documentation, the Administrator is entitled to
22 presume that the Workweeks contained in the Class Notice are correct so long as they are
23 consistent with the Class Data. The Administrator's determination of each Class Member's
24 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
25 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
26 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
27 Administrator's determination of the challenges.

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1 7.7 Objections to Settlement.

2 7.7.1 Only Participating Class Members may object to the class action components of the
3 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
4 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
5 Payment and/or Class Representative Service Payment.

6 7.7.2 Participating Class Members may send written objections to the Administrator, by
7 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
8 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
9 Participating Class Member who elects to send a written objection to the Administrator must do
10 so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus
11 an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

12 7.7.3 Non-Participating Class Members have no right to object to any of the class action
13 components of the Settlement.

14 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
15 performed or observed by the Administrator contained in this Agreement or otherwise.

16 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
17 maintain and use an internet website to post information of interest to Class Members including
18 the date, time and location for the Final Approval Hearing and copies of the Settlement
19 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
20 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
21 Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the
22 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
23 telephone number to receive Class Member calls, faxes and emails.

24 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
25 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
26 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
27 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
28 and other identifying information of Class Members who have timely submitted valid Requests

for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

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

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

7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee

1 identification number only of all payments made under this Agreement. At least fifteen (15) days
2 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
3 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
4 of all payments required under this Agreement. Class Counsel is responsible for filing the
5 Administrator's declaration in Court.

6 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records,
7 Defendant represents there are 140 Class Members who collectively worked a total of 10,310
8 Workweeks during the Class Period, and 106 Aggrieved Employees who worked a total of 4368
9 PAGA Pay during the PAGA Period. If, on final calculation, the total number of Workweeks is
10 greater than 10% higher than 10,310 Workweeks (i.e. greater than 11,341 Workweeks), then the
11 Gross Settlement Amount will be proportionally increased by the Workweeks worked in excess
12 of 11,341 by multiplying the excess Workweeks by the per Workweek value. If this provision is
13 triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the
14 Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the
15 total amount of attorneys' fees remains one-third of the Gross Settlement Amount after the
16 upward adjustment required by this provision is implemented. Defendants, in their sole discretion,
17 may elect to end the class period on the date where the class period is at 11,341 workweeks, and
18 no additional funds are due. Similarly, Defendants, in their sole discretion, may elect to end the
19 PAGA period on the date where the PAGA period count is at 4,805 PAGA pay periods, and no
20 additional funds are due. Defendant is to confirm the number of workweeks and pay periods in
21 the Class and PAGA Period within twenty (20) days of execution of this Agreement, but no later
22 than one week prior to the filing of Plaintiff's Motion for Preliminary Approval of Settlement.

23 9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion
24 identified in the Exclusion List is 10% or more of the total of all Class Members, Defendant may,
25 but is not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant
26 withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that
27 neither Party will have any further obligation to perform under this Agreement; provided,
28 however, Defendant will remain responsible for paying all Settlement Administration Expenses

1 incurred to that point, including any additional costs necessary to inform Class Members of
2 Defendant's withdrawal (e.g., corrective notices). Defendant must notify Class Counsel and the
3 Court of its election to withdraw not later than ten (10) days after the Administrator sends the
4 final Exclusion List to Defense Counsel and Class Counsel; late elections will have no effect.

5 10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
6 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in
7 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
8 PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;
9 and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts
10 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
11 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
12 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

13 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised
14 by a Participating Class Member, including the right to file responsive documents in Court no
15 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
16 accepted by the Court.

17 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
18 Approval on any material change to the Settlement (including, but not limited to, the scope of
19 release to be granted by Class Members), the Parties will expeditiously work together in good
20 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
21 Approval. The Court's decision to award less than the amounts requested for the Class
22 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
23 Expenses Payment, and/or Administrator Costs Payment shall not constitute a material
24 modification to the Agreement within the meaning of this paragraph.

25 10.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the
26 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
27 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
28 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

1 Notwithstanding, if a party brings an action to enforce this Agreement, the prevailing party, as
2 determined by the Court, shall be entitled to their reasonable attorneys' fees and costs.

3 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
4 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
5 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
6 counsel, and all Participating Class Members who did not object to the Settlement as provided in
7 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
8 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
9 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
10 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
11 obligations to perform under this Agreement will be suspended until such time as the appeal is
12 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
13 of the Net Settlement Amount.

14 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
15 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
16 modification of this Agreement (including, but not limited to, the scope of release to be granted
17 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
18 expeditiously work together in good faith to address the appellate court's concerns and to obtain
19 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
20 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
21 Court's award of the Class Representative Service Payment or any payments to Class Counsel
22 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
23 as long as the Gross Settlement Amount remains unchanged.

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

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1 **12. ADDITIONAL PROVISIONS.**

2 12.1 No Admission of Liability, Class Certification or Representative Manageability for
3 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
4 claims. Nothing in this Agreement is intended or should be construed as an admission by
5 Defendant that any of the allegations in the Actions have merit or that Defendant has any liability
6 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
7 Defendant's defenses in the Actions have merit. The Parties agree that class certification and
8 representative treatment is for purposes of this Settlement only. If, for any reason, the Court does
9 grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to
10 contest certification of any class for any reason, Defendant reserves all available defenses to the
11 claims in the Actions, and Plaintiff reserves the right to move for class certification on any
12 grounds available and to contest Defendant's defenses. The Settlement, this Agreement and
13 Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in
14 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and
15 this Agreement).

16 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
17 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
18 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
19 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
20 or indirectly, specifically or generally, to any person, corporation, association, government
21 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
22 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
23 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
24 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
25 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
26 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
27 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
28 communication, before the filing of the Motion for Preliminary Approval, with any third party

1 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
2 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
3 communications with Class Members in accordance with Class Counsel’s ethical obligations
4 owed to Class Members.

5 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
6 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
7 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
8 to communicate with Class Members in accordance with Defense Counsel’s and Class Counsel’s
9 ethical obligations and Class Counsel’s fiduciary duties owed to Class Members.

10 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
11 together with its attached exhibits shall constitute the entire agreement between the Parties
12 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
13 inducements made to or by any Party.

14 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
15 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
16 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
17 its terms, and to execute any other documents reasonably required to effectuate the terms of this
18 Agreement including any amendments to this Agreement.

19 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
20 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
21 Settlement Agreement, submitting supplemental evidence and supplementing points and
22 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
23 or content of any document necessary to implement the Settlement, or on any modification of the
24 Agreement that may become necessary to implement the Settlement, the Parties will seek the
25 assistance of a mediator and/or the Court for resolution.

26 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
27 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
28

encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

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

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

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

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

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

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

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

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/ / /

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

To Plaintiff:

John G. Yslas
john.yslas@wilshirelawfirm.com
Diego Aviles (SBN 315533)
diego.aviles@wilshirelawfirm.com
Harry Erganyan (SBN 333091)
harry.erganyan@wilshirelawfirm.com
Mariam Nazaretyan (SBN 334154)
mariam.nazaretyan@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 9001
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendant:

Dina Glucksman (SBN 245646)
dglucksman@grsm.com
Alexander K. Spellman (SBN 250398)
aspellman@grsm.com
GORDON REES SCULLY MANSUKHANI LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
Telephone: (213) 576-5000
Facsimile: (213) 680-4470

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

/ / /

/ / /

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

IT IS SO AGREED.

By the Parties:

DATED: 11/3/25



Plaintiff Ryan Hunt

DATED: _____

ABS Facility Services, Inc.

By: _____

Position: _____

Approved by counsel:

DATED: November 7, 2025

WILSHIRE LAW FIRM

BY: 

John G. Yslas
Diego Aviles
Counsel for Plaintiff Ryan Hunt

DATED: _____

GORDON REES SCULLY MANSUKHANI, LLP

BY: _____
Dina Glucksman
Alexander K. Spellman
Counsel for Defendant ABS Facility Services, Inc.

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

IT IS SO AGREED.

By the Parties:

DATED: _____

Plaintiff Ryan Hunt

DATED: November 2, 2025

DocuSigned by:
Brandon Bowyer
7236DF39E1EC423...

ABS Facility Services, Inc.

By: Brandon Bowyer

Position: President

Approved by counsel:

DATED:

WILSHIRE LAW FIRM

BY: _____

John G. Yslas

Diego Aviles

Counsel for Plaintiff Ryan Hunt

DATED:

GORDON REES SCULLY MANSUKHANI, LLP

BY:  _____

Dina Glucksman

Alexander K. Spellman

Counsel for Defendant ABS Facility Services, Inc.

EXHIBIT A

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

Ryan Hunt v. ABS Facility Services, Inc.
Case Nos. CVRI2400522 and CVRI2401936 (Riverside County Superior Court)

***The Riverside County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit and a representative action lawsuit (“Actions”) against ABS Facility Services, Inc. (“Defendant”) for alleged wage and hour violations. The Actions were filed by former employee, Ryan Hunt, and seek payment of back wages and other relief for a class of all persons currently or formerly employed by Defendant as hourly-paid, non-exempt employees in the State of California (“Class Members”) who worked for Defendant during the Class Period (January 30, 2020 through April 15, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (January 30, 2023 through April 15, 2025) (“Aggrieved Employees”)

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

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

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

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

QUESTIONS? CALL **1-800-XXX-XXXX** TOLL FREE

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant’s records indicate that you worked for Defendant at some point(s) between January 30, 2020 and April 15, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Actions, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members’ claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys’ General Act (“PAGA”). If you are a Class Member, you are also an “Aggrieved Employee” if you worked for Defendant during the “PAGA Period,” which is January 30, 2023 through April 15, 2025.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator’s contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Actions is the Riverside County Superior Court, and the case is titled, *Ryan Hunt v. ABS Facility Services, Inc.*, Case Nos. CVRI2400522 and CVRI2401936. The person who sued, Ryan Hunt, is the Plaintiff, and the company sued, ABS Facility Services, Inc. is the Defendant.

QUESTIONS? CALL **1-800-XXX-XXXX** TOLL FREE

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) Unfair Business Practices. In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA (“PAGA Penalties”) based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff’s claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff’s lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff’s lawyers (called “Class Counsel”), believes the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: All employees of Defendant who were classified as non-exempt and worked within the State of California at any time from January 30, 2020 through April 15, 2025.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

QUESTIONS? CALL [1-800-XXX-XXXX](tel:1-800-XXX-XXXX) TOLL FREE

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$330,000 (three hundred thirty thousand dollars with zero cents) to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of up to one-third of the GSA, currently \$110,000.00 and up to \$35,000.00 in costs; a Class Representative Service Payment of \$7,500.00 to Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$20,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action Administrators not to exceed \$7,000.00 (seven thousand dollars and zero Cents). The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately **XXXXXXXX**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$20,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$15,000.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$5,000.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number of Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (January 30, 2020 through April 15, 2025). Eighty-five percent (85%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and fifteen percent (15%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 15% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from January 30, 2023 to April 15, 2025 (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not

QUESTIONS? CALL **1-800-XXX-XXXX** TOLL FREE

be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment if they worked during the PAGA Period, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement under California law.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 75 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the California Controller's Unclaimed Property Fund in your name. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and all of Defendant's shareholders, members, agents, predecessors, successors, owners, and assigns ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

Released Class Claims: The “Released Class Claims” are all claims, rights, demands, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiff in the Operative Class Complaint, or that could have been brought by Plaintiff against Defendant in the Operative Class Complaint based on the facts alleged therein.

Released PAGA Claims: If you an Aggrieved Employee (i.e. if you worked for Defendant during the PAGA Period as a non-exempt employee), Plaintiff and the State of California will also release all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff’s pre-filing letter to the LWDA. Plaintiff does not release any Aggrieved Employee’s claim for wages or damages.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than [45 days after Class Notice is Mailed]. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

[ADMINISTRATOR]
Hunt v. ABS Facility Services, Inc. Settlement
XXXXX
City, State, XXXXX
Email:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Actions, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (January 30, 2023 through April 15, 2025). If you ask to be excluded from the Settlement, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON’T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [45 days after Class Notice is Mailed].

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Diego Aviles (SBN 315533)
diego.aviles@wilshirelawfirm.com
Harry Erganyan (SBN 333091)
harry.erganyan@wilshirelawfirm.com
Mariam Nazaretyan (SBN 334154)
mariam.nazaretyan@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Tel: (213) 381-9988; Fax: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to 1/3rd of the GSA (currently \$110,000.00) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$35,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiff Ryan Hunt in the amount of \$7,500 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff spent in service as the Class Representative. The Court may award the Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], at the following address:

[ADMINISTRATOR]

Ryan Hunt v. ABS Facility Services, Inc. Settlement

XXXXX

City, State, XXXXX

Email:

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at [redacted] on [redacted] in Department 1 of the Riverside County Superior Court located at 4050 Main Street, Riverside, CA 92501 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Actions.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, Apex Class Action Administrators, by calling toll free 1-800-XXXX-XXXX, or you can write to the Administrator at the following address:

[ADMINISTRATOR]
Ryan Hunt v. ABS Facility Services, Inc. Settlement
XXXXX
City, State, XXXXX
Email:

PLEASE DO NOT TELEPHONE THE COURT OR ABS FACILITY SERVICES, INC.'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

EXHIBIT 3

Theresa Chan

From: no-reply@formassembly.com
Sent: Friday, January 2, 2026 4:03 PM
To: Theresa Chan
Subject: Thank you for your Proposed Settlement Submission

01/02/2026 04:02:46 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 01/02/2026 04:02:46 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1008161-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Ctheresa.chan%40wilshirelawfirm.com%7Cf9fed6a70d2e48866b9508de4a5b75f5%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639029953848081364%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMlslkFOljoIjIwFpbGlldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=QKLutkrEdzCA0n916lgAWqiTYnaA%2BcQ5f7U3XzCaqDc%3D&reserved=0

EXHIBIT 4



Quotation Request:
Mariam Nazaretyan
Wilshire Law Firm, PLC
mariam.nazaretyan@wilshirelawfirm.com
213.381.9988

Case Name: ABS Facility Services (Hunt)
Date: Friday, August 1, 2025
RFP Number: 45412014

Prepared By:
Nick Day
Apex Class Action LLC
nickday@apexclassaction.com
949.563.6650

Settlement Specifications	
Estimated Class Size:	140
Certified Language Translation:	Yes
Static Settlement Website:	Yes
Percentage of Undeliverable Mail:	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
			Sub Total:	\$425.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	140	\$210.00
USPS First Class Postage	Per Piece	\$0.78	140	\$109.20
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.25	28	\$63.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$55.00	1	\$55.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
			Sub Total:	\$1,907.20

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$143.80	1	\$143.80
			Sub Total:	\$623.80



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$73.30	1	\$73.30
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$573.30

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	140	\$210.00
USPS First Class Postage	Per Piece	\$0.78	140	\$109.20
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.25	14	\$31.50
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	5	\$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$325.00	1	\$325.00
			Sub Total:	\$2,945.70

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$475.00

			WILL NOT EXCEED:	\$6,950.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.