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**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]*

**FURTHER REVISED ~~[PROPOSED]~~
ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: March 9, 2026

Time: 8:30 a.m.

Dept.: 1

RES ID: 566688721837

Action Filed: January 30, 2024

[PROPOSED] ORDER

Having reviewed Plaintiff Ryan Hunt's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of John G. Yslas, the Declaration of Sean Hartranft, the Supplemental Declaration of Courtney M. Miller, and the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based on the terms set forth in the Settlement Agreement between Plaintiff and Defendant ABS Facility Services, Inc. ("Defendant"), attached to the Declaration of John G. Yslas in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of \$330,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a \$20,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of which (\$15,000.00) will be paid to California's Labor & Workforce Development Agency and 25% of which (\$5,000.00) will be paid to eligible Aggrieved Employees; (c) Class Representative Service Payment of up to \$7,500.00 to Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed one third (1/3) of the Gross Settlement Amount (currently estimated to be \$110,000.00), and up to \$35,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$7,000.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair

1 and reasonable to the Class Members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final approval hearing on the question of whether the proposed Settlement,
11 attorneys' fees and costs to Class Counsel, the PAGA Penalties, and the Class Representative
12 Service Payment should be finally approved as fair, reasonable and adequate as to the members
13 of the Class is hereby set in accordance with the Implementation Schedule set forth below.

14 5. The Court provisionally certifies for settlement purposes only the following class
15 (the "Class"): "means all persons who worked for Defendant in California as an hourly-paid or
16 non-exempt employee at any time during the Class Period."

17 6. "Class Period" means the period from January 30, 2020, through April 15, 2025.

18 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
19 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
20 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
21 of law and fact that are common, or of general interest, to all Settlement Class Members, which
22 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
23 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
24 the interests of the Settlement Class Members; and (5) a class action is superior to other
25 available methods for the fair and efficient adjudication of the controversy.

26 8. The Court appoints as Class Representative, for settlement purposes only,
27 Plaintiff Ryan Hunt. The Court further preliminarily approves Plaintiff's ability to request a
28 class representative service payment of up to \$7,500.00 for Plaintiff.

1 9. The Court appoints, for settlement purposes only, John G. Yslas, Diego Aviles,
2 Harry Erganyan, Mariam Nazaretyan, Emily K. Borman, and Courtney M. Miller of Wilshire
3 Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's
4 ability to request attorneys' fees of up to one third (1/3) of the Gross Settlement Amount
5 (currently estimated to be \$110,000.00), and actual costs not to exceed \$35,000.00.

6 10. The Court appoints Apex Class Action Administration as the Settlement
7 Administrator with reasonable administration costs estimated not to exceed \$7,000.00. Apex
8 Class Action Administration shall carry out the services delineated in the Settlement Agreement.

9 11. The Court approves, as to form and content the revised Class Notice which
10 includes a request for exclusion form and objection form (collectively "Class Notice"), attached
11 hereto as **Exhibit A**. The Court finds on a preliminary basis that plan for distribution of the
12 Class Notice to Settlement Class Members satisfies due process, provides the best notice
13 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
14 entitled thereto. The Administrator shall translate the Class Notice to Spanish and mail the Class
15 Notice to Class Members in English with the Spanish translation included.

16 12. Any Class Member who does not timely and validly request exclusion from the
17 Settlement may object to the Settlement Agreement. A Class Member may either object to the
18 Settlement in person at the Final Approval Hearing or can submit a timely and valid written
19 objection. Counsel or the Settlement Administrator must give notice to any objecting party of
20 any continuance of the Motion for Final Approval Hearing.

21 13. Any request for exclusion must be submitted to the Settlement Administrator
22 rather than filed with the Court. The Settlement Administrator shall file a declaration
23 concurrently with the filing of the Motion for Final Approval, authenticating a copy of every
24 written objection and request for exclusion received by the Settlement Administrator.

25 14. The Parties are ordered to carry out the Settlement according to the terms of the
26 Settlement Agreement.

27 ///

28 ///

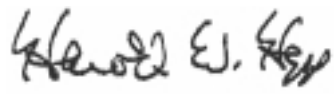
15. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Settlement Administrator	10 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Settlement Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit Objections to the Settlement, Requests for Exclusion, and challenges to Workweeks and/or Pay Periods	45 days after the Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file the Motion for Final Approval of Settlement, request for attorneys' fees and costs, and class representative service payment to Plaintiff	16 court days before the Final Approval Hearing
Final Approval Hearing	July 7, 2026, at 8:30 a.m., in Dept. 1 of the above-referenced Court.

16. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: March 26, 2026



HON. HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT

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.

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.

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).

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 \$XXXXXXX. 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 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.

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

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 ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

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 no later than [45 days after Class Notice is Mailed] via mail, email, or fax using the following contact information:

[ADMINISTRATOR]
Hunt v. ABS Facility Services, Inc. Settlement
[ADDRESS]
[EMAIL]
[FAX NUMBER]

You may use the attached Request for Exclusion Form. If you send a request for exclusion by mail, it must be postmarked by the due date. 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.

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.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

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

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 must be sent to the Settlement Administrator no later than [45 days after Class Notice is Mailed] via mail, email, or fax using the following contact information:

[ADMINISTRATOR]
Ryan Hunt v. ABS Facility Services, Inc. Settlement
[ADDRESS]
[EMAIL]
[FAX NUMBER]

You may use the attached Objection Form. If you send a written objection by mail, it must be postmarked by the due date. 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

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

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.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

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

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.

REQUEST FOR EXCLUSION FORM

Ryan Hunt v. ABS Facility Services, Inc.

Case Nos. CVRI2400522 and CVRI2401936 (Riverside County Superior Court)

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND RECEIVE AN INDIVIDUAL CLASS SETTLEMENT PAYMENT, DO NOT FILL OUT THIS FORM.

If you do not want to be included in this class action settlement, and do not want to receive an individual class settlement payment, complete, date, and sign this form and send it back to the Settlement Administrator, which must be timely faxed, emailed, or postmarked no later than **[45 days after Class Notice is Mailed]**. You can send this form to the Settlement Administrator at:

[ADMINISTRATOR NAME]

Ryan Hunt v. ABS Facility Services, Inc.

[ADDRESS]

[EMAIL]

[FAX NUMBER]

If you submit this Request for Exclusion form, you will ***not*** receive an individual class settlement payment under the class action portion of the Settlement, and you will not be bound by the release set forth in the Settlement if the Court grants final approval of the Settlement. You will be excluded from the class action portion of the Settlement, and will not be a Class Member.

If you are entitled to receive a share of the PAGA Payment, you will receive your individual PAGA settlement payment even if you elect to exclude yourself from the class action portion of the Settlement. The employees who are entitled to receive a share of the PAGA Payment are those who meet the following definition: means all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the PAGA Period (January 30, 2023 through April 15, 2025).

By completing, signing, and returning this form, you are confirming your agreement with the following statement:

I have received notice of the proposed Settlement in this consolidated class action lawsuit, and I wish to be excluded from the class settlement. I understand by requesting exclusion from the class settlement, I will not receive any money from the class settlement, but I will retain whatever individual rights I may have, if any, to pursue a claim against the Defendant with respect to the class claims raised in the above-referenced lawsuit.

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security Number: XXX-XX-_____

Date: _____

Signature: _____

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

OBJECTION FORM

Hunt v. ABS Facility Services, Inc.

Case Nos. CVRI2400522 and CVRI2401936 (Riverside County Superior Court)

If you want to object to the Class Settlement, complete, date, and sign this form and send it back to the Settlement Administrator. For the written objection to be considered timely, it must be faxed, emailed, or postmarked to the Administrator no later than [45 days after Class Notice is Mailed]. You can send this form to the Settlement Administrator at:

[ADMINISTRATOR NAME]

Ryan Hunt v. ABS Facility Services, Inc.

[ADDRESS]

[EMAIL]

[FAX NUMBER]

If you choose, you may object to the proposed Settlement. The Court will consider your objection before deciding whether to grant final approval of the Class Action Settlement. By objecting, you are requesting that the Court *not* grant final approval of Settlement. If you are concerned that the settlement terms are unfair, you may submit an objection for the Court's review. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will get your individual class settlement payment and the release of claims will apply to you.

If you wish to object to the Settlement, you may complete this Objection form and state the basis for your objection, or you may write your objection in any other written format you choose. Alternatively, you may appear at the Final Approval Hearing and make your objection to the Court regardless of whether you submit a written objection. Send the completed Objection form or other written statement, along with legal briefs or other documents that support your objection, if any, by sending it to the Settlement Administrator no later than [45 days after Class Notice is Mailed].

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security Number: XXX-XX-_____

Date: _____

Signature: _____