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**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**

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

1. **DEFINITIONS.**

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

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

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

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

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

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

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

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class 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.

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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.

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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.

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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.

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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
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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

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

4 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
5 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
6 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
7 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
8 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
9 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
10 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
11 objections received.

12 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
13 address and make final decisions consistent with the terms of this Agreement on all Class Member
14 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
15 shall be final and not appealable or otherwise susceptible to challenge.

16 7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by
17 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
18 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
19 for filing in Court attesting to its due diligence and compliance with all of its obligations under
20 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
21 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
22 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
23 number of written objections and attach the Exclusion List. The Administrator will supplement
24 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
25 for filing the Administrator’s declaration(s) in Court.

26 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the
27 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
28 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
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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.

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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.

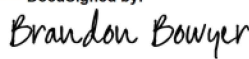
IT IS SO AGREED.

By the Parties:

DATED: _____

Plaintiff Ryan Hunt

DATED: November 2, 2025

DocuSigned by:

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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.