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Attorneys for Plaintiff
ISRAEL FLORES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ISRAEL FLORES, an individual, on behalf of himself and all others similarly situated, Plaintiff, vs. KML SERVICES, INC., a California Corporation; and DOES 1 through 100, Defendants.	**CASE NO.: 30-2024-01375907-CU-OE-CXC** *[Assigned for ALL Purposes to the Honorable Judge Melissa R. McCormick – Department CX104]* **DECLARATION OF SAM SANI IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Date: March 5, 2026 Time: 2:00 p.m. Dept.: CX104 Complaint filed: January 24, 2024 FAC filed: April 2, 2024 Trial Date: Not set

DECLARATION OF SAM SANI

I, SAM SANI, declare as follows:

1. I am the principal of the law firm Sani Law, APC, and counsel for the named Plaintiff Israel Flores ("Plaintiff") and the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2010 graduate of the University of California, Los Angeles School of Law. During law school, I worked as a summer law clerk for the international employment law firm Littler Mendelson, P.C., located in Los Angeles, California. I also spent a summer in Law School working as an extern for the Honorable Judge Consuelo B. Marshall, District Judge for the United States District Court for the Central District of California.

3. Since graduating from Law School, my practice has focused exclusively on employment litigation. In October 2010, I began working as an associate attorney at Littler Mendelson, P.C. at its Los Angeles office, which according to its website is the "largest U.S.-based law firm exclusively devoted to representing management in every aspect of labor and employment law." While at Littler Mendelson, I was staffed on wage and hour class actions in both state and federal courts, and I also worked on a number of single plaintiff wage and hour matters.

4. During my employment at Littler Mendelson, P.C., I played a significant role in the class actions that I was staffed on. In particular, I received a wide array of wage and hour class action experience performing the following types of tasks: drafting demurrers, motions to strike, and motions to dismiss; removing actions from state court to federal court; drafting and responding to written discovery; drafting and opposing discovery related motions; drafting motions to consolidate related matters; interviewing putative class members and obtaining declarations in connection with class certification; drafting oppositions to motions for class certification; conducting exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification, and potential damages resulting from

such claims; drafting mediation briefs; deposing putative class members; and defending the depositions of corporate witnesses.

5. In September 2015, I voluntarily resigned from Littler Mendelson, P.C. in order to transition into litigating wage and hour class actions from the plaintiff's side, as the President and Shareholder of Sani Law, APC. Currently, approximately seventy percent (70%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions. I believe that my professional experience renders me qualified to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum wages, meal and rest period violations, and derivative penalty claims. Not only have I litigated dozens of wage and hour cases throughout my career involving similar claims, including the wage and hour class actions identified above, I have litigated similar claims from both plaintiff and defense perspectives. As a result, I am able to realistically assess and evaluate the facts and legal arguments that can be made in pursuit and defense of similar wage and hour claims, as well as those facts and arguments in support and in opposition to class certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay involved in wage and hour class action litigation.

6. Since September 2015, I have served as counsel in several wage and hour class and/or representative actions seeking wages, statutory penalties, and civil penalties pursuant to the Private Attorneys' General Act ("PAGA") owed on behalf of employees. I have been appointed Class Counsel in the following class actions, the settlement of which were granted final approval: *Martha Zepeda v. Sunny Specialty Produce, Inc.*, Case No. BC665411, California Superior Court, County of Los Angeles, Honorable Kenneth Freeman presiding (in which I was approved for an hourly rate of $450 for work performed in 2017, and 2018); *John Arreola v. Computer Sciences Corporation*, Case No. BC690043, California Superior Court, County of Los Angeles, Honorable Amy D. Hogue presiding (in which I was approved for an hourly rate of $500 for work performed in 2018, and 2019); *Victor Pelaez v. Los Angeles Recycling Center, Inc., et al.*, Case No. 19STCV32260, California Superior Court, County of Los Angeles, Honorable William F. Highberger presiding (in which I was approved for an hourly rate of $550.00 for work performed in 2019, 2020, and 2021); *Fernando Barrera v. Arvato Digital Services LLC*, Case No.

19STCV22566, California Superior Court, County of Los Angeles, Honorable Amy D. Hogue presiding (in which I was approved for an hourly rate of $575.00 for work performed in 2019, 2020, and 2021); *Lazaro Vindel v. 3 Kings Security and Rentals, Inc., et al.*, Case No. BC690597, California Superior Court, County of Los Angeles, Honorable David S. Cunningham (in which I was approved for an hourly rate of $575 for work performed in 2018, 2019, 2020, and 2021); *Rodriguez, et al. v. Matrix Surfaces, Inc.,* Case No. BC709652, California Superior Court, County of Los Angeles, Honorable Maren E. Nelson presiding (in which I was approved for an hourly rate of $550 for work performed in 2018 through 2020); *Vae, et al. v. Moga Transport, Inc.*, Case No. BCV-20-103017, California Superior Court, County of Kern, Honorable Bernard C. Barmann, Jr. presiding (in which I was approved for an hourly rate of $575 for work performed in 2021); *Reyes v. Tri Maids, Inc., et al.*, Case No. 19STCV42384, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman presiding (in which I was approved for an hourly rate of $575 for work performed in 2019, 2020, 2021, and 2022); *Young v. Sadler Healthcare, Inc.*, Case No. 19STCV31997, Honorable Kenneth R. Freeman presiding (in which I was approved for an hourly rate of $575 for work performed in 2019, 2020, 2021, and 2022); *Guerrero v. Food Technology and Design, LLC dba FoodPharma*, Case No. 18STCV02304, California Superior Court, County of Los Angeles, Honorable Stuart M. Rice presiding (in which I was approved for an hourly rate of $600 for work performing in 2018, 2019, 2020, 2021, 2022, and 2023); *Fontenette, et al. v. Special Service for Groups, Inc.*, Case No. 19STCV46726, California Superior Court, County of Los Angeles, Honorable William F. Highberger presiding (in which I was approved for an hourly rate of $600 for work performed in 2019 through 2022); *Espinosa v. States Drawer Box Specialties*, Case No. 30-2021-01197170-CU-OE-CXC, California Superior Court, County of Orange, Honorable Lon F. Hurwitz presiding (in which I was approved for an hourly rate of $600 for work performed in 2021, 2022, and 2023); *Herrera, et al., v. Kern Pacific Construction Company*, Case No. BCV-19-101846-DRZ, California Superior Court, County of Kern, Honorable David R. Zulfa presiding (in which I was approved for an hourly rate of $600 for work performed in 2019 through 2023); *Pena v. Tecomet Inc.*, Case No. 22STCV37707, California Superior Court, County of Los Angeles, Honorable Larence Riff presiding (in which I was approved for an hourly rate of $625 for work performed in 2022 through 2024); *Forster v. Creative Care, Inc.*, Case No. 21STCV36380, California Superior Court, County of Los Angles, Honorable David S. Cunningham presiding (in which I was approved for an hourly rate of $625 for work performed in 2021 through 2024); *Gutierrez v. M. Argueso & Co. Inc., dba Paramelt*, Case No. 21STCV22694, California Superior Court, County of Los Angeles, Honorable Yvette M. Palazuelos presiding (in which I was approved for an hourly rate of $625 for work performed in 2021 through 2024); *Gutierrez v. Christina's Independent Living Skills Program, Inc.*, Case No. 30-2022-01285693-CU-OE-CXC, California Superior Court, County of Orange, Honorable Randall J. Sherman presiding (in which I was approved for an hourly rate of $625 for work performed in 2022 through 2024); *Avalos v. Valley Community Healthcare*, Case No. 23STCV19705, California Superior Court, County of Los Angeles, Honorable Samantha Jessner presiding (in which I was approved for an hourly rate of $625 for work performed in 2023 through 2025); *Urdiera v. Cocina Del Charro, Inc., et al.*, Case No. 37-2023-00035395-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Katherine Bacal presiding (in which I was approved for an hourly rate of $650 for work performed in 2023 through 2025); *Alcala v. Equity Hotel Supply Company*, Case No. 23STCV14696, California Superior Court, County of Los Angeles, Honorable William F. Highberger presiding (in which I was approved for an hourly rate of $650.00 for work performed in 2023 through 2025); *Ortiz v. Pacific Air Industries, LLC*, et al., Case No. 24STCV00363, California Superior Court, County of Los Angeles, Honorable William F. Highberger presiding (in which I was approved for an hourly rate of $650.00 for work performed in 2024 through 2025); *Dragovich, et al. v. Union Station Homeless Services*, Case No. 24STCV04239, California Superior Court, County of Los Angeles, Honorable Stuart M. Rice presiding (in which I was approved for an hourly rate of $650.00 for work performed in 2024 through 2025); *Molina v. Credit Union of Southern California*, Case No. 24STCV05105, California Superior Court, County of Los Angeles, Honorable Judge Elaine Lu presiding (in which I was approved for an hourly rate of $650.00 for work performed in 2024 through 2025); *Arreola v. Central Valley Pipeline & Excavation, et al.*, Case No. BCV-24-102071, California Superior Court, County of Kern, Honorable Bernard C. Barmann, Jr. presiding (in which I was approved for an hourly rate of $650 for work performed in 2024 through 2025); *Loya v. P.T.C.H., Inc.*, Case No. CVRI2404004, California Superior Court, County of Riverside, Honorable Harold W. Hopp presiding (in which I was approved for an hourly rate of $650 for work performed in 2024 through 2025).

7. I have also served as lead counsel in the following representative PAGA actions, the settlements of which have received court approval: *Michael Citera, et al. v. The Griddle Cafe, Inc.*, Case No. BC657253, California Superior Court, County of Los Angeles, Honorable Maureen Duffy-Lewis presiding; *Brandon Gilbrech, et al. v. Bellum Entertainment, LLC, et al.*, Case No. BC684298, California Superior Court, County of Los Angeles, Honorable Joseph R. Kalin presiding; *Harold Rayas, et al. v. Instant Flooring LLC, et al.*, Case No. RIC1806812, California Superior Court, County of Riverside, Honorable Sunshine S. Sykes presiding; *Angel Garcia v. S.W. Corporation*, Case No. 30-2018-01032432-CU-OE-CXC, California Superior Court, County of Orange, Honorable Glenda Sanders presiding; *Carlos Vazquez Franco v. South Hills Country Club*, Case No. 19STCV16457, County of Los Angeles, Honorable Robert B. Broadbelt presiding; *Elsie Parker v. Fashion Nova, Inc., et al.*, Case No. BC709650, California Superior Court, County of Los Angeles, Honorable Maren E. Nelson presiding; *Juarez v. Safeguard on Demand*, Case No. 30-2019-01119468-CU-OE-CXC, California Superior Court, County of Orange, Honorable James J. Di Cesare presiding; *Moses Giron v. Clearflo Pools, Inc., et al.*, Case No. 22STCV05477, California Superior Court, County of Los Angeles, Honorable David S. Cunningham presiding; *Sanchez, et al. v. US Motor Works, LLC*, Case No. 23STCV01817, California Superior Court, County of Los Angeles, Honorable William F. Highberger presiding; *Figueroa v. K-1 Packaging Group, et al.*, Case No. 23STCV01402, California Superior Court, County of Los Angeles, Honorable Laura A. Seigle presiding; *Alvarez v. Oceano Ristoranti, et al.*, Case No. 23CV001846, California Superior Court, County of Monterey, Honorable Vanessa W. Vallarta presiding; *Saeidi v. Jamin Larian LLC dba Cult Gaia*, Case No. 23STCV31733, California Superior Court, County Of Los Angeles, Honorable Timothy Patrick Dillon presiding.

8. From 2013 through 2020, Thomson Reuters and Los Angeles Magazine have recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in California each year. From 2021 through 2025, Thomson Reuters and Los Angeles Magazine have recognized me as a Super Lawyer in their annual list of Super Lawyers in California. This is an honor awarded to no more than five percent (5%) of attorneys in California.

9. As co-counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in all aspects of this litigation, and I believe that the proposed Settlement is a reasonable result for the Settlement Class.

10. I am informed that Defendant KML Services, Inc. ("Defendant") did and does business by providing demolition and construction services in Southern California counties

11. On January 24, 2024, Plaintiff filed the instant action in Orange County Superior Court alleging class claims for minimum wage violations, overtime wage violations, meal period violations, rest period violations, failure to reimbursement violations, waiting time penalties, and unfair competition. On April 2, 2024, Plaintiff filed the operative First Amended Class and Representative Action Complaint, which added a representative claim for civil penalties pursuant to the PAGA. Id.

12. Plaintiff alleges that Defendant failed to pay Plaintiff and putative class members at least the California minimum wage and overtime wages for all hours worked during the Class Period because Defendant's policy and/or practice required employees to perform Pre & Post Project Duties off-the-clock virtually each workday before and/or after their scheduled start and stop times without compensation. This resulted in Plaintiff and, on information and belief, other non-exempt employees not being compensated for all hours, including overtime hours, that they actually worked. Plaintiff alleges that Pre & Post Project Duties generally took 30-60 minutes each workday. Plaintiff is therefore owed unpaid minimum wages, and unpaid overtime wages for the hours during which he actually worked but received no compensation. Based on an analysis of the records produced in connection with mediation, Plaintiff calculated Defendant's

exposure for unpaid minimum wages as $1,282,238.30. Based on an analysis of the timekeeping records produced in connection with mediation, Plaintiff calculated Defendant's potential exposure for unpaid overtime wages as $2,239,991.90. Defendant alleges that it did not suffer or permit employees to perform any work off-the-clock, and that Defendant provided employees sufficient time on-the-clock during their shifts to perform all Pre & Post Project Duties. Plaintiff's allegations are also susceptible to the contention that his minimum wage and overtime wage claims are inherently unsuited for class treatment, as they requires individualized inquiries as to whether, why, and for how long a particular employee performed a particular Pre & Post Project Duties, which would devolve into an unmanageable series of mini-trials, devoid of common evidence. In light of Defendant's defenses set forth above, Plaintiff discounted Defendant's calculated exposure for unpaid minimum wages by 75% for risk of non-certification, including the lack of common evidence, and an additional 70% for risk of being unsuccessful on the merits, to arrive at an estimated exposure of $96,167.87. Similarly, in light of Defendant's defenses set forth above, Plaintiff discounted Defendant's calculated exposure for unpaid overtime wages by 75% for risk of non-certification, including the lack of common evidence, and an additional 70% for risk of being unsuccessful on the merits, to arrive at an estimated exposure of $167,999.39.

13. Plaintiff alleges that Defendant's meal period practices during the Class Period failed to provide Plaintiff and other non-exempt employees an uninterrupted duty-free 30-minute meal period before the end of their fifth hour of work, and a second uninterrupted duty-free 30-minute meal period before the end of their tenth hour of work. Plaintiff specifically alleges that Defendant's timekeeping practice was that Defendant's management employees recorded rote meal periods of exactly 30 minutes (or 60 minutes in some cases) beginning at or around the end of the fifth hour after the employees' scheduled start time. In addition, Plaintiff alleges that notwithstanding Defendant's synthetic meal periods, Defendant's meal period practice provided meal periods starting at or around the 5th hour of employees' scheduled work hours, and thus Defendant did not in fact provide timely first meal periods because, as set forth above, Defendant regularly required employees to perform Pre Project Duties before their scheduled start time. Plaintiff further contends that Defendant did not have a legally compliant meal period policy and

did not pay any meal period premium wages to Plaintiff or any putative class member during the putative class period. Based on an analysis of the timekeeping and payroll records produced in connection with mediation, Plaintiff calculated Defendant's potential exposure for unpaid meal premium wages as $532,248.13. Defendant contends that it provided non-exempt employees with an opportunity to take legally compliant meal periods, that employees were free to take meal periods when they saw fit and that they generally did so in work groups, and that any missed or non-compliant meal periods were the result of employee waiver or choice, which would preclude liability. Defendant also contends that Plaintiff's meal period claim is unsuited for class treatment because it requires individualized inquiries as to why a particular employee did not take a meal period during the first five hours of their shift, which would devolve into an unmanageable series of mini-trials, devoid of common evidence. In light of Defendant's defenses, Plaintiff discounted Defendant's calculated exposure by 60% for risk of non-certification, including the lack of common evidence, and an additional 50% for risk of being unsuccessful on the merits, to arrive at an estimated exposure of $106,449.63.

14. Plaintiff alleges that Defendant also failed to authorize and permit Plaintiff and other non-exempt employees to take legally compliant rest periods because Defendant, as a policy and/or practice, required employees to combine their rest periods with their meal period for a one-hour break. Plaintiff alleges that there was no practical reason why they could not take their rest periods in the middle of each work period, and that Defendant cannot present evidence that the "preferred schedule" of employees' rest periods as set forth in *Brinker* would have imposed a "material burden" on Defendant's business operation. Based on an analysis of the timekeeping records produced in connection with mediation, Plaintiff calculated Defendant's potential exposure for unpaid rest premium wages as $3,130,871.30. Defendant contends that it provided putative class members with all required rest periods and that any missed or non-compliant rest periods were the result of employee waiver or choice, which would preclude liability. Defendant also contends that it was entitled to combine employees' meal period with their afternoon rest period under the rest period requirements of Wage Order No. 16, which provides, "nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow

of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday," and based on September 17, 2001 Opinion Letter from the California Division of Labor Standards Enforcement allegedly interpreting the rest period requirements of Wage Order No. 16 in support of Defendant's contention. Plaintiff's allegations are also susceptible to the contention that his rest period claim is inherently unsuited for class treatment, as it requires an inquiry into which rest periods each employee failed to take and why the rest period was not taken, which would devolve into an unmanageable series of mini-trials, devoid of common evidence, particularly so given that rest periods were not recorded. In light of Defendant's defenses, Plaintiff discounted Defendant's calculated exposure by 80% for risk of non-certification, including the lack of common evidence, and an additional 75% for risk of being unsuccessful on the merits, to arrive at an estimated exposure of $156,543.57.

15. Plaintiff alleges that Defendant's policy and/or practice required Plaintiff and non-exempt employees (1) to use their personal vehicles to travel to and from multiple worksites within a single shift, (2) to use their personal cell phones to receive work assignments from Defendant, and (3) to use their own tools to perform their job duties, all without reimbursement. As to the use of their personal vehicles, Plaintiff alleges that foreman would direct employees to leave a particular jobsite and to travel to and work at another worksite, on average about once per month without reimbursement. As to the use of his personal cell phone, Plaintiff alleges that employees received work assignments/instructions on average 2-3 times per day (during work hours while working at job site) via phone calls and text messages to their personal phone without reimbursement. Based on an analysis of the payroll records produced for mediation, and Plaintiff's conservative estimate of an unpaid reimbursement rate of $20.00/month, Plaintiff calculated Defendant's potential exposure for failure to reimburse employees as $117,715.38. Defendant contends that it provided Plaintiff and putative class members with all tools required to perform their job duties and that employees are not required to travel to more than one worksite in a single shift, or to use their cell phones to perform their job duties. Defendant further contends that to the extent Plaintiff travelled to more than one worksite in a shift, or used their cell phones

to perform their duties, he was an exceptional case and was one of a few employees to do so, and thus Plaintiffs' reimbursement claim is inherently unsuited for class treatment for lack of numerosity, typicality, and superiority. In light of Defendant's defenses, Plaintiff discounted Defendant's calculated exposure by 60% for risk of non-certification, including the lack of common evidence, and an additional 50% for risk of being unsuccessful on the merits, to arrive at an estimated exposure of $23,543.08.

16. As a result of the alleged wage and hour violations discussed above, Plaintiff alleges that Defendant failed to comply with its obligation to pay all final wages at the end of employment in violation of California Labor Code sections 201-202. Based on the figures provided by Defendant in connection with mediation, Plaintiff calculated Defendant's maximum exposure for this claim as $2,164,369.00. Defendant contends that there existed a good faith dispute as to whether Defendant owed any unpaid wages to employees and thus Defendant did not willfully fail to pay all final wages at the end of employment, as required by Labor Code section 203. In light of Defendant's defenses, Plaintiff discounted Defendant's calculated exposure by 60% for the risk of non-certification, and an additional 90% for a risk of being unsuccessful on the merits, for an estimated exposure of $86,574.72.

17. Plaintiff also seeks civil penalties under the PAGA based on the aforementioned alleged Labor Code violations. Plaintiff estimated Defendant's total maximum PAGA exposure as $1,238,300.00. Plaintiff's PAGA claim is susceptible to the contention that Plaintiff's underlying claims are without merit. Additionally, Defendant's good faith defenses to Plaintiff's claims may lead the Court to utilize its discretion to substantially reduce any penalties. Accordingly, Plaintiff discounted that maximum figure by 60% for the risk that Plaintiff may be unable to proceed on a representative basis, and by an additional 90% for the risk of defeat on the merits and/or this Court reducing penalties, to arrive at an estimated total of $49,532.00.

18. Using these estimated figures for each of the claims described above, Plaintiff predicted the realistic total recovery for the Settlement Class would be approximately $686,810.25. The proposed settlement of $485,000.00 therefore represents approximately 71% of Plaintiff's reasonably forecasted recovery. Thus, preliminary approval is appropriate as the

settlement will provide reasonably significant monetary relief to the Settlement Class.

19. In light of the risks associated with liability and the ability to proceed as a class action, the Parties agreed to mediate the matter on September 11, 2025, with Kevin T. Barnes of Kevin T. Barnes Mediation., an experienced wage and hour class action mediator. In connection with mediation, Defendant produced a representative 25% sampling of putative class members' corresponding timekeeping and payroll records, an employee list with start and end dates of employment for putative class members from which key data points could be extrapolated including the total number of class members and workweeks/pay periods worked during the relevant statutory periods. Plaintiff analyzed the data and extrapolated his analysis to cover the entire putative Class Period. This discovery allowed the Parties to assess the merits and value of Plaintiff's claims, the likelihood of class certification of Plaintiff's claims, and Defendant's potential defenses.

20. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal bases for their claims and defenses. At the conclusion of the mediation, Mr. Barnes provided a Mediator's Proposal to the Parties, which the Parties accepted. Thereafter, the Parties finalized and executed the Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") and Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice" or "Notice") before the Court. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit A**. A true and correct copy of Class Notice is attached hereto as **Exhibit B**.

21. My firm has extensive experience in this type of litigation and supports this settlement as fair and reasonable.

22. My law firm has incurred thousands of dollars in costs and expenses in litigating this matter. Additionally, we have devoted extensive hours to prosecute the case for the benefit of the Settlement Class, including conducting pre-filing investigation, analyzing Plaintiff's claims, gathering critical evidence in support of Plaintiff's claims including documents and interviewing third-party witnesses, conducting legal research, reviewing documents and data

produced by Defendant, conducting an analysis of employee timekeeping data and payroll records, preparing for and attending mediation, negotiating and preparing the long-form Settlement Agreement, preparing this Motion for Preliminary Approval, and otherwise prosecuting the case.

23. Additional attorneys' fees will be incurred in appearing at the hearing on this Motion for Preliminary Approval, supervising the Notice process, fielding calls from Settlement Class Members, preparing the Motion for Final Approval, and appearing at the Final Approval Hearing. Consequently, Class Counsel will later file a separate motion for approval of verified costs in an amount not to exceed $25,000, and reasonable attorneys' fees in the amount of $161,666.66, which is equal to one-third of the Gross Settlement Amount. In the event the Court deems it necessary, Class Counsel is prepared to file a lodestar application reflecting the hours spent working on this matter.

24. As part of the Settlement, Plaintiff will separately apply for an enhancement payment at final approval in the amount of $10,000.00 for the Class Representative's services to the Settlement Class. Plaintiff's requested enhancement payment is intended to recognize Plaintiff's general release of all claims, and his critical effort that Plaintiff expended in providing essential evidence on behalf of the Settlement Class, including providing factual information to Plaintiff's counsel, identifying potential witnesses, attending meetings with Plaintiff's counsel to discuss the claims and theories at issue in the litigation, and otherwise actively participating in the prosecution of their claims.

25. On December 23, 2025, my office submitted a true and correct copy of the Settlement Agreement to the California Labor Workforce Development Agency ("LWDA") via the LWDA's online portal. A true and correct copy of the confirmation of submission that my office received from the LWDA shortly after this submission is attached hereto as **Exhibit C**.

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26. As of the date of the filing of the instant Motion, my office is not aware of any class, representative, or other collective action pending in any other court in this or any other jurisdiction that this Settlement may impact. I used my firm's online-docket-search tools to confirm that there are no other such claims pending against Defendant in California.

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct. Executed on December 23, 2025, at Los Angeles, California.

Sam Sani

SAM SANI

EXHIBIT A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE[i]

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Israel Flores ("Plaintiff") and Defendant KML Services, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Israel Flores vs. KML Services, Inc.* initiated on January 24, 2024, and pending in Superior Court of the State of California, County of Orange, Case No. 30-2024-01375907-CU-OE-CXC.

1.2. "Administrator" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" 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 a person employed by Defendant in California and classified as a non-exempt employee who worked for Defendant during the PAGA Period.

1.5. "Class" means all persons employed by Defendant in California and classified as a non-exempt employee who worked for Defendant during the Class Period.

1.6. "Class Counsel" means Paul K. Haines from Haines Law Group, APC and Sam Sani from Sani Law, APC.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "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 Class Period Workweeks and PAGA Pay Periods.

1.9. "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).

1.10. "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.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from January 24, 2020 to September 11, 2025.

1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Orange.

1.16. "Defendant" means named Defendant KML Services, Inc.

1.17. "Defense Counsel" means Mark D. Magarian and Krista L. DiMercurio from Magarian & DiMercurio, APLC.

1.18. "Effective Date" means the date by when 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 if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means $485,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

1.23. “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.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

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

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

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

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

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

1.31. “PAGA Period” means the period from January 26, 2023 to September 11, 2025.

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

1.33. “PAGA Notice” means Plaintiff’s January 26, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

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

1.36. “Plaintiff” means Israel Flores, the named plaintiff in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

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

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

1.41. "Released Parties" means: (i) Defendant; (ii) each of Defendant's respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Defendant; (iii) the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing, including, but not limited to, temporary agencies and PEOs.

1.42. "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.

1.43. "Response Deadline" means 60 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 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "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 24, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Failure to Reimburse Necessary Business Expenses; (6) Waiting Time Violations; and (7) Unfair Competition. On April 2, 2024, Plaintiff filed a First Amended Complaint adding an eighth cause of action against Defendant for Civil Penalties Under the Private Attorneys General Act. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On September 11, 2025 the Parties participated in an all-day mediation presided over by Kevin T. Barnes which led to this Agreement to settle the Action.

2.4. Prior to mediation the Settlement, Plaintiff obtained, through informal discovery, Defendant's applicable policies, a 25% sampling of putative class members' corresponding timekeeping and payroll records, an employee list with start and end dates of employment for active and inactive putative class members. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar"*).

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $485,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class

Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more 33.33%, which is currently estimated to be $161,666.66 and a Class Counsel Litigation Expenses Payment of not more than $25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel 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 Expenses Payment not to exceed $11,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $11,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment 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 Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest (70%) and penalties (10%) (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.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $48,500.00 to be paid from the Gross Settlement Amount, with 75% ($36,375.00) allocated to the LWDA PAGA Payment and 25% ($12,125.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($12,125.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks. Based on a review of its records to date, Defendant estimates there are approximately 698 Class Members who collectively worked a total of 25,500 Workweeks during the period from January 24, 2020 through July 9, 2025.

4.2 Class Data. Not later than 7 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of employer payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation

Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

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

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

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

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

5.1 <u>Plaintiff's Release</u>. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences prior to Plaintiff's execution of this Agreement, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.5.1 <u>Plaintiff's Waiver of Rights Under California Civil Code Section 1542</u>. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 <u>Release by Participating Class Members Who Are Not Aggrieved Employees:</u> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 <u>Release by Non-Participating Class Members Who Are Aggrieved Employees:</u> All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree that Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Defendant's Declaration in Support of Preliminary Approval. Within 30 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

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

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 day for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Court will have the final decision as to any such dispute.

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

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

Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges. The Administrator must also notify the challenging Class Member of its determination as to that Class Member's allocation of Workweeks. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. If the challenging Class Member disagrees with the Administrator's determination as to that Class Member's allocation of Workweeks, the Class Member may, within 14 days of receipt of that determination, request that the Court review and make a final determination as to the challenge. The Court's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the

Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

7.8.4 Workweek and/or Pay Period Challenges. The Court will resolve any workweek dispute not otherwise resolved by the Administrator and the Parties.

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

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE** Based on its records, Defendant estimates that there are 25,500 Workweeks worked by Class Members during the period from January 24, 2020 through July 9, 2025. The Parties agree that in the event that the number of Workweeks worked by Class Members during the Class Period increases by more than 5% (i.e., Class Members worked more than 26,775 Workweeks during the Class Period), then Defendant shall increase the Gross Settlement Amount proportionally by the number of Workweeks worked in excess of 26,775 Workweeks.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than [seven] days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

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

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

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

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

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

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

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

12. ADDITIONAL PROVISIONS.

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

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

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

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

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or 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 Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15 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.

12.16 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.

12.17 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:

SANI LAW, APC
SAM SANI (SBN 273993)
595 E. Colorado Blvd., Suite 522
Pasadena, CA 91101
ssani@sanilawfirm.com

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
2155 Campus Drive, Suite 180
El Segundo, California 90245
phaines@haineslawgroup.com

To Defendant:

Mark D. Magarian
Krista L. DiMercurio
Magarian & DiMercurio, APLC
20 Corporate Park, Suite 255
Irvine, CA 92606
mark@magarianlaw.com
krista@magarianlaw.com

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

12.19 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 that 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.

______________________________	I.F Israel Flores (Nov 13, 2025 15:04:54 PST) ______________________________
KML SERVICES, INC.	ISRAEL FLORES
______________________________	______________________________
Counsel For KML SERVICES	Counsel For ISRAEL FLORES

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KML SERVICES, INC.	ISRAEL FLORES
Counsel For KML SERVICES	Counsel For ISRAEL FLORES

EXHIBIT B

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

Israel Flores vs. KML Services, Inc.
Orange County Superior Court Case No. 30-2024-01375907-CU-0E-CXC

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against KML Services, Inc. ("Defendant" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former employee Israel Flores ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of hourly employees ("Class Members") who worked for Defendant during the Class Period January 24, 2020 to September 11, 2025; and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for Defendant during the PAGA Period (January 26, 2023 to September 11, 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 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 $_______ (less withholding) and your Individual PAGA Payment is estimated to be $_______**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to 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 ___ workweeks** during the Class Period, and **you worked __ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's 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.

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

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is ______________**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by ______________**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the ______________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ______. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by ______________**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by ______________________. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide meal periods, and rest breaks. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Paul K. Haines of Haines Law Group, APC and Sam Sani of Sani Law, APC ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

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

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

1. Gross Settlement Amount. Defendant Will Pay $485,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

   A. Up to $161,666.66 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

   C. Up to $11,000.00 to the Administrator for services administering the Settlement.

   D. Up to $48,500.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest, and penalties ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

   If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline

enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, _____(the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $12,125.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until ________ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will make a determination as to your Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. If you disagree with the Administrator's determination, you may, within 14 days of receipt of that determination, request that the Court review and make a final determination as to the challenge. The Court's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't

opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as___________________________, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by __________, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is ___________**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action _____ and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on ___________ at (time) in Department CX104 of the Orange Superior Court, located at 751 West Santa Ana Blvd Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via https://www.occourts.org/general-information/remote-appearance-information. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at _______(url)__________. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (http://www. https://www.occourts.org/online-services/case-access) and entering the Case Number for the Action, Case No. 30-2024-01375907-CU-OE-CXC.

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

Class Counsel:
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Settlement Administrator:
Name of Company:

Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT C

Sam Sani

From: no-reply@formassembly.com
Sent: Tuesday, December 23, 2025 11:57 AM
To: ssanI@sanilawfirm.com
Subject: Thank you for your Proposed Settlement Submission

12/23/2025 11:56:22 AM

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

Item submitted: Proposed Settlement

On 12/23/2025 11:56:22 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1007495-24

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm