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Attorneys for Plaintiff John Stephen Silvestri,
and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

John Stephen Silvestri, individually and on behalf of others similarly situated, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act

Plaintiff,

vs.

Upward Projects Holdings, LLC, a limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2024-01380452-CU-OE-CXC

DECLARATION OF DEVIN E. RAUCHWERGER IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Hearing Information:

Date: July 10, 2026
Time: 9:00 AM
Dept.: CX101
Judge: Hon. William Claster

DECLARATION OF DEVIN RAUCHWERGER

I, Devin Rauchwerger, declare as follows:

1. I am an attorney at law duly licensed to practice before all of the courts of the State of California, and I am a partner at Domb & Rauchwerger LLP ("Class Counsel") attorneys of record for Plaintiff John Stephen Silvestri, ("Plaintiff" or "Class Representative") and the proposed settlement class (the "Class") in the above-captioned matter. Except as otherwise indicated, I have personal knowledge of all matters set forth herein and, if called as a witness, could and would competently testify thereto under oath. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (the "Motion").

2. Attached hereto as **Exhibit 1** is a true and correct copy of the Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims in this matter (the "Settlement Agreement") signed by all parties.

3. Defendant Upward Projects Holdings, LLC is an Arizona-based restaurant group that operates three Postino restaurants in California, including one in Irvine and two in San Diego. Plaintiff was employed with Defendant in the Irvine location as a server from October 2022 through February 23, 2023.

4. On February 21, 2024, Plaintiff submitted a letter to the Labor and Workforce Development Agency alleging various violations of the California Labor Code. On February 21, 2024, Plaintiff filed a civil complaint alleging ten causes of action for: (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime), (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums), (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums), (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages), (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid), (6) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment), (7) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements), and (8) Violation of Cal. Business & Professions Code § 17200, et seq. (Id.) On May 21, 2024, Plaintiff filed his First Amended Class Action Complaint for Damages ("FAC") asserting claims for civil

penalties pursuant to PAGA. On June 4, 2025, Plaintiff filed a First Amended PAGA Notice to the LWDA. On December 22, 2025, the Court signed the Party's stipulation to amend the FAC in order to file a Second Amended Complaint ("SAC"). On December 29, 2025, Plaintiff filed the Second Amended Complaint consistent with the allegations contained in the First Amended PAGA Notice ("SAC") ("Operative Complaint").

5. Plaintiff's Counsel propounded formal written discovery, however the Parties agreed to hold off on formal discovery pending mediation and instead obtain and exchange information via informal discovery. The Parties also held numerous meetings and informal conferences prior to the mediation wherein they exchanged information, additional class data, and theories of the case. Class Counsel analyzed a volume of information, documents, and data obtained from Plaintiff, Defendant, and other sources.

6. The Parties participated in a full-day mediation with Michael Ludwig. The Parties agreed to use Mr. Ludwig based on his excellent skills and experience as a mediator in wage-and-hour class actions such as this one. The Parties could not resolve the case at mediation, however the sides continued to engage in settlement discussions for the next several months, which eventually resulted in an agreement to resolve the matter for $290,000.00. The Parties thereafter memorialized the settlement in a Memorandum of Understanding, and thereafter negotiated and executed the long-form Settlement Agreement., which is now presented to this Court for approval.

7. The Settlement was reached through an arms-length negotiation by way of a mediation followed by additional negotiations, having a sufficient investigation conducted to determine the settlement is fair, and being agreed to by counsel who all have extensive experience with class actions. Furthermore, there is no reason to suspect that the amount of class members objecting will be high.

8. Plaintiff's Counsel is not aware of any other class, collective or representative actions that overlap with the present case.

9. Based on the foregoing data and their own independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, adequate, and is in the best

interest of the Class in light of all known risks, facts and circumstances. These risks include: the fact that Plaintiff and the vast majority of employees signed arbitration agreements with class action waivers, which would make certifying a class likely impossible; the possibility of Defendant obtaining Pick-Up-Stix releases from the class members; and the risk of significant delay in class members receiving any type of funds, particularly if the Defendant were to declare bankruptcy.

10. The key data points upon which I relied in analyzing Defendant's potential exposure are listed as follows:

- Total Class Size: Approximately 362 individuals
- Total Aggrieved Employees: Approximately 307 individuals
- Total Number of Former Class Members: Approximately 142 individuals
- Total number of Pay Periods: Approximately 6,000
- Plaintiff's Regular Rate of pay: 15.50

11. Plaintiff alleged that Defendant's uniform policies, practices and procedures regularly required the Class Members to work off the clock, for which they were not paid. In particular, Plaintiff alleged that Plaintiff and the other employees were required to split their tips at the end of the night, but were required to be clocked out while splitting the tips. As a result, Plaintiff alleged that employees were not paid for all time worked, which could have been at a minimum or overtime rate, depending on how many hours the particular employee worked on the given day.

12. To determine Defendant's reasonable exposure to the class for these off-the-clock allegations, Plaintiff's counsel assumed that employees lost approximately 25 minutes per pay period due to Defendant's policy of not allowing employees to record time they spent splitting tips at the end of the night. Based on the 6,000 pay periods, and using an hourly rate of $15.50 per hour, Defendant's reasonable exposure is approximately $38,750.

13. The risks related to proving the off-the-clock wage and overtime claims are significant, as it is impossible to discern from the records the exact amount of alleged off-the-clock work that each employee purportedly performed and what they are entitled to; these

questions could be viewed as creating individualized issues inappropriate for class certification, particularly since Plaintiff would bear the burden of establishing liability for alleged off-the-clock work. Furthermore, even though employees rotated in terms of who was responsible for staying at the end of the night for splitting tips, it's likely that not every employee of Defendant experienced this type of violation.

14. Plaintiff contended that he and the Class Members routinely did not receive lawful and compliant meal periods, nor were they paid meal period premiums when a meal period was missed, short or delayed. The premium owed for failing to provide a legally mandated meal period, or providing a short or interrupted meal period, is payment of one hour of wages at the employee's regular rate of pay. The range of this claim depends on the number of meal periods that Class Members were denied as a result of Defendant's policies.

15. Plaintiff's analysis of the time punches provided by Defendant demonstrated that approximately 73% of the shifts worked by employees were eligible for a meal break. From the shifts that were eligible for a meal break, there was a potential violation based on the records in approximately 24% of the shifts. However, to the extent valid meal period waivers were in place, the percentage of meal break violations reduces to approximately 7% of shifts that were eligible for a meal period (e.g. the majority of facial meal break violations were from Class Members working more than five but less than six hours without taking a meal break). Extrapolating out the sample data, there would be approximately 30,000 shifts, approximately 21,900 of which would be eligible for a meal period. Based on the total number of shifts eligible for a meal break, there would be approximately 5,256 meal period violations if no meal break waivers are considered, or 1,533 meal period violations if Class Members had valid meal break waivers in place. Plaintiff himself had a meal period waiver in place, and based on discussions with defense counsel, it is likely that the vast majority of employees had meal break waivers in place during the class period. As such, the 1,533 meal break violations is likely a more accurate representation of the true number of violations. At the hourly rate of $15.50, this would make Defendant's reasonable exposure $23,761.50.

16. Plaintiff also alleged that he and the other Class Members were typically not able

to take compliant rest periods because of the nature of the restaurant industry combined with short staffing. Estimating that each Class Member did not receive a compliant rest break four days per pay period, and using the hourly rate of $15.50, Defendant's reasonable exposure to the Class for missed rest breaks is $372,000.

17. Class Counsel diligently investigated the sick leave claim as part of the informal discovery performed by the Parties prior to mediation. Defendant produced Plaintiff's wage statements which contained his available sick leave balances. Sick wage earnings were also reflected in the payroll data that Defendant produced. At the time of mediation, and after such investigation, Class Counsel did not attribute significant value to this claim for purposes of evaluating Defendants' liability, and the settlement. Rather, the driving force as part of the settlement were the other claims which include failure to pay for all time worked, meal period violations, rest period violations, and others. Regardless, Class Counsel believes the claim is proper for release because it was investigated through the informal document exchange.

18. Based on Plaintiff's narrative evidence, Class Counsel theorized that Defendant had a policy and practice of not paying reporting pay in whole or in part when Plaintiff reported to work as scheduled, but was sent home for lack of work. Class Counsel diligently investigated this claim as part of the informal discovery performed by the Parties prior to mediation. Defendant produced timekeeping data which reflected that employees were not frequently sent home after reporting to work. Additionally, the payroll records that were produced to Plaintiff included a reporting time earnings code with reporting time pay being paid out to class members. Thus, at the time of mediation, and after such investigation, Plaintiff did not attribute significant value to this claim for purposes of evaluating Defendants' liability, and the settlement. Regardless, Plaintiff believes the claim is proper for release because it was investigated through the informal document exchange.

19. Class members worked approximately 5,375 pay periods during the one-year statute of limitation worked by approximately 307 employees. Assuming $50 for the first 307 violations and $100 for the remaining 5,068 violations, Defendant is potentially liable for $522,150.

20. From the class list provided to Plaintiff at mediation, there were approximately 142 separated employees during the three-year statutory period. Using the hourly rate of $15.50, the potential exposure for waiting time penalties is $528,240 ($15.50/hour x 8 hours/per x 30-day maximum x 142 separated employees).

21. Plaintiff contends that due to allegedly working off-the-clock, the Class Members' records were not accurate. During the one-year statute of limitation, there were approximately 307 employees. Assuming a $500 penalty for each of the 307 class members, Defendant is potentially liable for $153,500. Given the willfulness requirement and the difficulty of proving off-the-clock claims, Plaintiff does not attribute significant value to this claim for purposes of evaluating Defendants' liability, and the settlement. Regardless, Plaintiff believes the claim is proper for release because it was investigated through the informal document exchange.

22. There were approximately 5,375 pay periods worked during the PAGA period. Assuming that no penalty "stacking" will apply (i.e. the imposition of multiple penalties per pay period) and that the Court will use the violation rate of $100 per pay period, potential PAGA penalties equal $537,500. Plaintiff's PAGA claims are also predicated on the violations described above, and thus subject to the same disputes and defenses.

23. Pursuant to California Labor Code section 2699(l), the Settlement Agreement, the Motion for Preliminary Approval, and all supporting papers have been provided to the Labor and Workforce Development Agency and a proof of service is attached hereto as **Exhibit 2**.

24. Based on the above estimates, the total amount of possible damages that the class could be awarded at trial, including PAGA penalties, is approximately $1,619,276.50. This takes into account 25% of the total PAGA penalties that would be awarded to the PAGA members, since 75% of the fees go to the LWDA. However, after taking into account the strengths and weaknesses of each claim, the unique risks associated therewith, the general risks associated with litigating the case, and the significant additional costs and expenses that would be incurred by both sides in litigating the Action through class certification, trial, and appeals, Class Counsel's assessment of this case is that payment of $290,000.00 is an excellent result that provides the class with certain recovery over a relatively short period of time with significant savings in costs.

25. While Defendant reserves all rights to dispute Plaintiff's ability to satisfy any of these requirements, the Parties agree that for purposes of settlement, Defendant will not raise such a dispute.

26. The class consists of approximately 362 members with specifically identifiable information. Here, the class is sufficiently numerous and there is a common interest to many persons as this claim will confer significant benefits to those persons. Furthermore, it would be impracticable to bring all of them before the Court on an individual basis. Moreover, the Class is readily ascertainable as Defendant is in possession of contact information for its current and former employees via regularly maintained employment records. Here, the common questions of law and fact clearly exist, as the underlying dispute involves Defendant's employment policies and practices which affected all the employees in the proposed Class.

27. I graduated from USC School of Law in 2010. After law school, I was an Associate Attorney at Lawyers for Justice, PC, the Mathews Law Group, the Rager Law Firm, McCune & Harbor, Jackson Lewis LLP and Fisher & Phillips LLP, before becoming a Partner at Fisher & Phillips LLP. During my career, I have represented numerous clients in class action litigation.

28. I have represented both plaintiffs and defendants in numerous class actions and other complex matters. These matters include:

- *Eduardo Gaa, et al. v. Intercare Holdings Inc., et al*., Los Angeles County Superior Court Case No. BC489800*;*
- *Vikki Allen v. Covenant Security Services,* Los Angeles County Superior Court Case No. 18STCV08573*;*
- *Angel Caracoza v. Ashley Furniture Services, Inc.,* San Bernadino County Superior Court Case No. CIVSB2118827;
- *Francisco Schiller v. Ashley Distribution Services, LTD et. al.*, San Bernadino County Superior Court Case No. CIDVS2014776*,* US District Court for the Central District of California, Case No. 5:2020cv02662*;*

- *James Thomas v. Crothall Healthcare, Inc.,* San Francisco County Superior Court Case No. CGC-18-*566489*
- *George Gonzalez v. Ashley Furniture Industries, Inc.,* San Bernadino County Superior Court Case No. CIVDS2017425*;*
- *Darrell Alexander v. Farmdale Creamery, Inc.*, San Bernardino County Superior Court Case No. CIVSB2205382;
- *Jessica Raye Lucia v. Summitview Child & Family Services, Inc.*, El Dorado County Superior Court Case No. 22CV0636;
- *Rufus McWilliams v. Karma Automotive, LLC*, Riverside County Superior Court Case No. CVRI2102922;
- *George Martinez v. Northwest Exteriors, Inc.*, Sacramento County Superior Court Case No. 34-2022-00318192;
- *Juan Rojas Contreras v. Asphalt Fabric and Engineering, Inc.*, Los Angeles County Superior Court Case No. 21STCV40362
- *Jose Vazquez v. ETS Express, Inc., et al.;* Ventura County Superior Court Case No.: 56-2020-00545435-CU-OE-VTA;
- *Tremain Johnson, et al. v. Weckworth Electric Group, Inc., et al.*; Alameda County Superior Court Case No.: 21CV001491;
- *Maritza Gutierrez, et al. v. La Clinica de la Raza, Inc.,* Alameda County Superior Court Case No. RG19010781;
- *Desiree Vasquez, et al. v. Your Home Nursing Services, Inc.;* Napa County Superior Court Case No. 22CV000508;
- *Terrica Brown v. Sunny Rose Glen, LLC*, Riverside County Superior Court Case No. CVRI2101016;
- *Charmeine Velazquez, et al. v. Ettie Lee Homes, Inc.,* Los Angeles County Superior Court Case No. 22STCV19234;
- *Esmeralda Maken v. Ascencia*, Los Angeles County Superior Court Case No. 22STCV13406;

- *Lizette Ruelas v. LY Brothers Corporation, et al.;* Alameda County Superior Court Case No.: RG19001774;
- *Cruzelma Martinez, et. al. v. Burger Rehabilitation Systems, Inc.,* Sacramento County Superior Court Case No. 34-2020-00286930;
- *Sabrina Cook v. Excelsior Charter Group, et al.,* San Bernardino County Superior Court Case No. CIVSB2220219;
- *Steve Batta, et al. v. So Cal Elite Traffic;* San Bernardino County Superior Court Case No.: CIVSB2126086;
- *David Frederick Bitonti, et al. v. Teen Road To Safety, Inc., et al.*; Orange County Superior Court Case No. 30-2023-01333703-CU-OE-CXC;
- *Linda Medina, et al. v. Easy Health, Inc., et al.*; Los Angeles County Superior Court Case No. 23SMCV04232;

I am qualified to evaluate the risks and benefits of both litigation and settlement in this matter and recommend this Settlement as fair and reasonable to the Class.

29. To the best of my knowledge, neither the Plaintiff nor I have any conflicts of interest with the absent Class Members. I believe that Plaintiff will be an adequate Class Representative. Plaintiff and the Class Members have strong and co-extensive interests in this litigation because they all worked for Defendant during the relevant time period, suffered the same alleged injuries from the same alleged course of conduct, and there is no evidence of any conflict of interest between the Plaintiff and the Class Members. Moreover, Plaintiff has demonstrated commitment to the Class by, among other things, retaining experienced counsel, providing counsel with documents and extensively speaking with counsel to assist in identifying the claims asserted in this case, meaningfully participating in the mediation, and exposing himself to the risk of attorneys' fees and costs awarded against him if this lawsuit had been unsuccessful.

30. The parties agreed upon CPT Group, Inc. ("CPT") to administer the settlement.

31. I calculated the estimated Net Settlement Amount of $131,000.00 (not including the $30,000.00 PAGA Award) by taking the $290,000.00 Gross Settlement Amount and subtracting: the requested Attorneys' Fees of 35% of the Gross Settlement Amount

($101,500.00), reimbursement of litigation Costs (in the maximum amount of $10,000.00), a Enhancement Awards of $7,500.00 to Plaintiff, Settlement Administration Costs of up to $10,000.00, and PAGA Amount of $30,000.00. Based on the number of class members, the average Individual Settlement Payment is approximately $361.88.

32. The Parties agree that the formula for allocating the Individual Settlement Payments to Participating Class Members is reasonable and that the payments provided herein are designed to provide a fair settlement to such persons, in light of the uncertainties regarding the calculation of alleged wages, penalties, interest, and expense reimbursement to each Participating Class Member.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct. Executed on June 9, 2026, in Orange County, California.

Devin E. Rauchwerger

EXHIBIT 1

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Attorneys for Defendant
UPWARD PROJECTS HOLDINGS, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER

John Stephen Silvestri, individually and on behalf of others similarly situated, Plaintiff, vs. Upward Projects Holdings, LLC, a limited liability company; and DOES 1 through 50, inclusive, Defendants.	Case No. 30-2024-01380452-CU-OE-CXC ASSIGNED FOR ALL PURPOSES TO: HON. WILLIAM D. CLASTER; DEPT.: CX101 **CLASS ACTION** **SETTLEMENT AGREEMENT AND STIPULATION TO RESOLVE CLASS ACTION AND PAGA CLAIMS** Date Action Filed: February 21, 2024 Trial Date: Not Scheduled

This Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims (the "**Settlement Agreement**," "**Agreement**," or "**Settlement**") is entered into to resolve the action entitled *John Stephen Silvestri v. Upward Projects Holdings, LLC*, Orange County Superior Court Case No. 30-2024-01380452-CU-OE-CXC.

DEFINITIONS

1. Action. "**Action**" means *John Stephen Silvestri v. Upward Projects Holdings, LLC*, Orange County Superior Court Case No. 30-2024-01380452-CU-OE-CXC.

2. Agreement or Settlement or Settlement Agreement. "**Agreement**" or "**Settlement**" or "**Settlement Agreement**" means this Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims, entered into by the Parties to resolve the Action.

3. Aggrieved Employees. "**Aggrieved Employees**" means all non-exempt employees who worked for Upward Projects Holdings, LLC in California during the PAGA Period.

4. Attorneys' Fees and Costs. "**Attorneys' Fees and Costs**" means the amount authorized by the Court for: (i) an award of attorneys' fees to Class Counsel for litigation and resolution of the matter, in the amount that does not exceed 35% percent of the Gross Settlement Amount; and (ii) reimbursement of actual costs incurred by Class Counsel in connection with this Action, in an amount to not to exceed $10,000.

5. Class or Class Members. "**Class**" or "**Class Members**" means all non-exempt employees who worked for Upward Projects Holdings, LLC in California at any time during the Class Period.

6. Class Counsel. "**Class Counsel**" means Zack I. Domb and Devin Rauchwerger of Domb & Rauchwerger LLP.

7. Class Notice. "**Class Notice**" means the Notice of Class Action Settlement, attached as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

8. Class Period. "**Class Period**" means the period from November 1, 2022 through December 31, 2024, or, at the option of Defendant, any later date on or before the date the court grants preliminary approval of the Settlement, subject to the escalator provision in Paragraph 50 below.

9. Class Released Claims. "**Class Released Claims**" means, for the duration of the Class Period, any and all claims against Defendant and the other Released Parties that arise from the facts, matters, transactions or occurrences alleged in the Action or that could have been alleged in the Action based on such facts. Without limiting the foregoing, and in addition to the foregoing, the Class Released Claims include claims based on the alleged failure to: pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid sick leave; report paid sick leave; pay reporting time; pay vested vacation time at termination; waiting time penalties; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; maintain accurate payroll records; abide by California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 227.3, 226.7, 246-248.6, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and related violations of the applicable California Wage Orders; violations of California Code of Regulations, title 8, § 11010; violations of California Code of Civil Procedure § 1021.5; violations of all related or corresponding federal laws; and violations of California Business and Professions Code section 17200, *et seq*. in connection with the alleged Labor Code violations alleged (or that could be alleged based on the facts pled) in the Action.

10. Court. "**Court**" means Orange County Superior Court, where the Action is currently pending.

11. Defendant. "**Defendant**" means Upward Projects Holdings, LLC.

12. Effective Date. The "**Effective Date**" of this Agreement will be the later of (i) the 61st day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further judicial review. The Effective Date is conditioned upon the Court's having entered a Final Order and Judgment as set forth in this Agreement.

13. Employer's Taxes. "Employer's Taxes" means the taxes Defendant is obligated by

law to pay for any portion of the Individual Settlement Payments designated as wages.

14. Enhancement Award. "**Enhancement Award**" means the amount the Court authorizes to be paid to the Named Plaintiff in addition to his Individual Settlement Payment, in recognition of his efforts and work in prosecution of the Action, up to $7,500.00.

15. Final Hearing Date. "**Final Hearing Date**" means the date set by the Court for the hearing on final approval of the Settlement.

16. Final Order and Judgment. "**Final Order and Judgment**" means the proposed final order and judgment granting final approval of the Settlement, which Plaintiff will submit to the Court with the motion for final approval of the Settlement.

17. Gross Settlement Amount. "**Gross Settlement Amount**" means the total settlement payment Defendant has agreed to make under this Agreement. The Gross Settlement Amount is Two-Hundred Ninety Thousand Dollars and Zero Cents ($290,000.00).

18. Individual PAGA Payment. "**Individual PAGA Payment**" means a payment to an Aggrieved Employee of the employee's share of the PAGA Payment as set forth in this Agreement.

19. Individual Settlement Payment. "**Individual Settlement Payment**" means the individual settlement payment allocated to each Participating Class Member as set forth in this Agreement.

20. Named Plaintiff or Plaintiff. "**Named Plaintiff**" or "**Plaintiff**" means John Stephen Silvestri.

21. Notice Period. "**Notice Period**" means the time period commencing on the date the Class Notice is mailed to Class Members and ending 45 days thereafter unless a notice is remailed to a Class Member, in which case, the Notice Period shall end either 45 days after mailing or 15 days after remailing, whichever is later.

22. Net Class Settlement Amount. "**Net Class Settlement Amount**" means the settlement amount to be distributed to Participating Class Members, which is the Gross Settlement Amount less Attorneys' Fees and Costs, the Enhancement Award, the PAGA Amount, and Settlement Administration Costs.

23. PAGA Released Claims. "**PAGA Released Claims**" means, for the duration of the

PAGA Period, claims for penalties under the California Private Attorneys' General Act (California Labor Code § 2698, *et seq*.) ("**PAGA**") that (a) arise from the facts, matters, transactions or occurrences alleged in the Action or that could have been alleged in the Action based on such facts; or (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the PAGA Notice Letter sent by Class Counsel to the Labor and Workforce Development Agency ("**LWDA**") pursuant to Labor Code section 2699.3 on or about February 21, 2024 and/or the Amended PAGA Notice dated June 4, 2025, asserting that Defendant violated various provisions of the Labor Code. Without limiting the foregoing, and in addition to the foregoing, the PAGA Released Claims include claims premised on the alleged failure to: pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid sick leave; report paid sick leave; pay reporting time; pay vested vacation time at termination; waiting time penalties; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; maintain accurate payroll records; and abide by California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 246-248.6, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2800, 2802; and all allegations in the LWDA Notice and Action; and related violations of the applicable California Wage Orders.

24. <u>PAGA Amount</u>. "**PAGA Amount**" means the amount of $30,000.00, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Released Claims. The PAGA Amount is paid from the Gross Settlement Amount, and will be allocated as set forth in this Agreement. The Parties agree that 75% of the PAGA Amount ($22,500.00) will be paid to the LWDA as the "**LWDA Payment**," and the remaining 25% ($7,500.00) will be allocated to the Aggrieved Employees as the "**PAGA Payment**."

25. <u>PAGA Period</u>. "**PAGA Period**" means the period from March 18, 2023 through December 31, 2024, or, at the option of Defendant, any later date on or before the date the court grants preliminary approval of the Settlement, subject to the escalator provision in Paragraph 50 below.

26. Pay Period. "**Pay Period**" means any pay period during which a Participating Class Member or an Aggrieved Employee worked for Defendant for at least one day, during the Class Period and/or PAGA Period. Pay Periods worked will be determined from Defendant's payroll data. For any time period during which Defendant issued weekly payroll, the total Pay Period count shall be divided by 2. For example, if an employee received a total of 40 paychecks, 30 of which were issued weekly and 10 biweekly, the employee's Pay Period count will be 25 ([30 ÷ 2] + 10).

27. Parties. "**Parties**" means Defendant and the Named Plaintiff, individually and on behalf of all Class Members and Aggrieved Employees. Each of the Parties may be referred to in the singular as a "**Party**."

28. Participating Class Member. "**Participating Class Member**" means each Class Member who has not timely opted out of the Settlement pursuant to the preliminarily approved settlement agreement in this Action, and "**Settlement Class**" means a class of all Participating Class Members.

29. Preliminary Approval Order. "**Preliminary Approval Order**" means an order from the Court preliminarily approving this Settlement.

30. Released Parties. "**Released Parties**" means and includes Defendant Upward Projects Holdings, LLC and its current and former parents, predecessors or successors, holding companies, affiliated companies, entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers, and agents.

31. Settlement Administration Costs. "**Settlement Administration Costs**" means the costs of settlement administration, including costs of notice to Class Members, distributing settlement payments, and any other fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement.

32. Settlement Administrator. "**Settlement Administrator**" means CPT Group, Inc. or such other third-party administrator chosen by the Parties and approved by the Court.

33. Settlement Hearing. "**Settlement Hearing**" means the hearing on the Final Hearing Date at which the Court will determine whether to fully and finally approve the fairness and

reasonableness of this Agreement.

RECITALS

34. On February 21, 2024, the Named Plaintiff submitted a PAGA Notice to the LWDA.

35. On February 21, 2024, the Named Plaintiff filed a Class Action Complaint (the "**Complaint**") against Defendant in a case style *John Stephen Silvestri v. Upward Projects Holdings, LLC*, Orange County Superior Court Case No. 30-2024-01380452-CU-OE-CXC. The Complaint alleges that Defendant violated various wage-and-hour laws and includes claims for: (1) failure to pay overtime compensation; (2) failure to provide meal periods; (3) failure to authorize and permit rest breaks; (4) failure to pay minimum wages; (5) failure to timely pay wages at termination; (6) failure to pay wages during employment; (7) failure to provide accurate itemized wage statements; and (8) unfair business practices.

36. On April 25, 2024, the Named Plaintiff filed a First Amended Complaint ("FAC") asserting, in addition to the claims alleged in the Complaint, claims for civil penalties pursuant to PAGA, based on the same claims alleged in the Named Plaintiff's PAGA Notice. On June 20, 2024, Defendant filed an Answer to the First Amended Complaint denying all allegations.

37. On November 19, 2024, the Parties participated in a confidential mediation with experienced class and PAGA action mediator, Michael Ludwig, Esq., however the matter did not settle at mediation.

38. On March 5, 2025, after a continued investigation into the facts and legal theories, as well as continued settlement discussions, the Parties reached the Settlement.

39. On June 4, 2025, Plaintiff submitted a First Amended PAGA Notice to the LWDA.

40. On or after August 8, 2025, Plaintiff will file a Second Amended Complaint consistent with the allegations contained in the First Amended PAGA Notice.

41. Defendant denies that it engaged in any misconduct in connection with the wage-and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees). Defendant further denies that it has any liability of any kind associated with the claims alleged in the Action. Defendant contends that it has fully complied with both federal and state wage-and-hour laws, and all other laws regulating its relationship with the Named Plaintiff, the Class

Members, and the Aggrieved Employees.

42. Class Counsel has investigated the facts relating to the Action. Settlement discussions were conducted at arm's-length, and the Settlement is the result of an informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents and records produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes that the Settlement documented by this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay and defenses asserted to the merits of the Action. While Defendant specifically denies any liability in the Action, Defendant has agreed to enter into this Settlement to avoid the costs associated with defending the Action.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the recitals listed above and the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth below, the Named Plaintiff, individually and on behalf of the Class Members, Aggrieved Employees, and, to the extent permitted by law, the State of California, and Defendant agree that the Action shall be and is finally and fully compromised and settled on the following terms and conditions:

43. Non-Admission Of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant and the other Released Parties do not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class or the Aggrieved Employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant or any of the other Released Parties of any such violations or failures to comply with any applicable

law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or non-compliance with, any federal, state, local or other applicable law.

44. Conditional Nature Of Settlement. For settlement purposes *only*, the Parties agree that (a) a class may be certified in the Action pursuant to California Code of Civil Procedure section 382, and (b) the Action may proceed as a PAGA representative action.

a. The Parties intend their settlement to be contingent upon the preliminary and final approval of each and every term of this Agreement, without material modification. The Parties and their respective counsel shall use their respective best efforts to obtain Court approval and implement this Agreement in accordance with its terms. If the Court does not so approve this Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties intend this Agreement to become null and void, and unenforceable, in which event the settlement terms set forth in this Agreement, including any modifications made with the consent of the Parties, and any action taken or to be taken in connection with this Agreement shall be terminated and shall become null and void and have no further force or effect, and the class certified for settlement purposes pursuant to this Agreement will be decertified for all purposes. In such an event, the Parties shall be jointly responsible for payment of the Settlement Administrator's fees, if any, in an equal amount.

b. In the event the Court does not grant preliminary or final approval of the Parties' settlement, or in the event that this Agreement shall terminate or the settlement embodied in this Agreement does not become effective for any reason, the Agreement and all negotiations, court orders, and proceedings relating to the Agreement shall be without prejudice to the rights of the Named Plaintiff, Class Members, Aggrieved Employees, and Defendant, each of whom shall be restored to their respective positions existing prior to the execution of this Agreement, and evidence relating to the Agreement and all negotiations shall not be discoverable or admissible in the Action or any other litigation. Defendant does not waive, and instead expressly reserves, its rights to challenge the propriety of class certification and/or the Action proceeding on a representative basis for any purpose, and its rights to enforce the Parties' arbitration agreement should the Court not grant preliminary or final approval of the Parties' settlement.

45. Participating Class Members' Release Of Claims. Upon the funding of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the Settlement Administrator, the Named Plaintiff and all Participating Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties from the Class Released Claims that arose during the Class Period.

a. This release by the Named Plaintiff and each Participating Class Member is intended to settle any and all of the Class Released Claims that any of them may have against Defendant or any of the Released Parties during the Class Period.

b. Because it is impossible or impracticable to have each Class Member execute this Agreement, the Class Notice will advise all Class Members of the binding nature of the release and such notice will have the same force and effect as if the Agreement were executed by each Class Member. The Class Notice will be in English and Spanish.

46. Aggrieved Employees' Release of PAGA Claims. In exchange for the PAGA Amount recited in this Agreement, the Named Plaintiff, as the representative for the State of California and all Aggrieved Employees (to the maximum extent permitted by law), and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will, upon payment of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the Settlement Administrator, forever completely release and discharge Defendant and each of the Released Parties from the PAGA Released Claims that arose during the PAGA Period. The Aggrieved Employees and the State of California will be deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against Defendant and any of the Released Parties for the PAGA Released Claims that arose during the PAGA Period, to the extent permissible by law.

47. Full Release By The Named Plaintiff. Upon payment of the Gross Settlement Amount and the Employer's Taxes to the Settlement Administrator, the Named Plaintiff fully

releases and discharges Defendant and the other Released Parties from the Class Released Claims and any other claims that the Named Plaintiff now has or claims to have, or have ever had or claimed to have, against Defendant and the Released Parties. Without limiting the generality of the foregoing, the Named Plaintiff specifically and expressly releases to the maximum extent permitted by law any claims against Defendant and the Released Parties, arising out of or relating to the Named Plaintiff's employment or the termination of her employment with Defendant and any other Released Party. This general release by the Named Plaintiff includes a waiver of the Named Plaintiff's rights under Civil Code section 1542, which provides: "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."

48. No Prior Assignments. The Named Plaintiff represents and warrants that he has not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights released and discharged by this Agreement.

49. Settlement Payments And Calculation Of Claims. Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount of $290,000.00. The Gross Settlement Amount includes payments to be made to Participating Class Members, Class Counsel's Attorneys' Fees and Costs, an Enhancement Award to the Named Plaintiff, the PAGA Amount, and Settlement Administration Fees and Costs. For the avoidance of doubt, subject to the conditions set forth in this Agreement, Defendant shall not be required to pay any amount over $290,000.00 for this Settlement, apart from the Employer's Taxes, which will be paid in addition to the Gross Settlement Amount.

50. Settlement Escalator. The Settlement is based on the representation that there were no more than 6,000 Pay Periods during the period from November 1, 2022, through December 31, 2024. If the total number of Pay Periods during the Class Period and PAGA Period increases to a figure that is greater than 6.600, Defendant will have the choice of: (a) paying a proportional increase

in the Gross Settlement Amount for each additional Pay Period over 6,600; (b) only paying a proportional increase in the PAGA Payment for each additional Pay Period over 6,600, which will be added to the Gross Settlement Amount; or (c) modifying the end date of the Class Period and/or PAGA Period and paying a pro-rata increase if applicable.

51. Apportionment of Gross Settlement Amount. The Parties agree, subject to Court approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be apportioned as follows:

a. Class Counsel Attorneys' Fees and Costs: At the final approval hearing, Class Counsel will apply to the Court for an award of Attorneys' Fees of no more than thirty five percent (35%) of the Gross Settlement Amount, which equals $101,500.00. Class Counsel will also apply to the Court for an award of actual costs incurred by Class Counsel not to exceed the amount of $10,000. These fees and costs are included in, and shall come from, the Gross Settlement Amount. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded by the Court pursuant to this Paragraph. Except as provided in this Paragraph, each Party will bear its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Action. If the Court awards a lower amount of Attorneys' Fees and Costs than the amount requested, any amount not awarded will be part of the distribution to the Participating Class Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this Agreement.

b. Settlement Administrator Costs: At the final approval hearing, Class Counsel will apply to the Court for approval of Settlement Administration Costs not to exceed the amount of $10,000. These costs are included in, and shall come from, the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less than $10,000, the difference between $10,000 and the actual Settlement Administration Costs shall be a part of the Net Class Settlement Amount. If the Settlement Administration Costs exceed $10,000 then such excess will be paid solely from the Gross Settlement Amount and Defendant will not be responsible for paying any additional funds in order to pay these additional costs.

c. Named Plaintiff Enhancement Award: At the final approval hearing, Class Counsel will apply to the Court for an award of up to $7,500.00 to be paid to the Named Plaintiff as an Enhancement Award for his services, for assuming the risks associated with this litigation, for the time spent in assisting Class Counsel to litigate this Action, and for the general release he is providing that is broader than the Class Released Claims by the Class Members. Defendant will not oppose such application. The Enhancement Award is included in, and shall come from, the Gross Settlement Amount. The Named Plaintiff will be issued an IRS Form 1099 for the Enhancement Award approved by the Court pursuant to this Paragraph. The Enhancement Award payable to the Named Plaintiff shall be in addition to any payment he may receive as part of either the Individual Settlement Payment or Individual PAGA Payment. If the Court awards less than the amount requested, any amount not awarded will be part of the distribution to the Participating Class Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this Agreement.

d. PAGA Amount: At the final approval hearing, Class Counsel will apply to the Court for approval of the PAGA Amount of $30,000.00 for claims for civil penalties asserted under PAGA. Class Counsel will submit notice of this Settlement to the LWDA, as required by Labor Code § 2699(s)(2). The Parties agree that 75% of the PAGA Amount ($22,500.00) will be paid to the LWDA as the "**LWDA Payment**," and the remaining 25% ($7,500.00) will be allocated to the Aggrieved Employees as the "**PAGA Payment**." The portion of the PAGA Payment allocated to each of the Aggrieved Employees will be calculated using the same formula as set forth in Paragraph 51.e, but will be limited to Pay Periods worked during the PAGA Period. Any Class Members who worked during the PAGA Period and who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this Paragraph and, therefore, will (i) receive their portion of the PAGA Payment (the Individual PAGA Payment); and (ii) release all PAGA Released Claims against the Released Parties. The Parties agree that if the Settlement Agreement is not approved, in whole or in part, because the Court determines that the PAGA Amount should increase, the portion of the Gross Settlement Amount allocated for payment to the Participating Class Members shall be decreased to account for any increase required for the PAGA settlement such that the total Settlement Amount does not increase.

e. Individual Settlement Payments. The Individual Settlement Payments shall consist of: (i) each Participating Class Member's *pro rata* portion of the Net Class Settlement Amount in relation to the total number of Pay Periods worked during the Class Period (the "**Participating Class Member Payment**"); and (ii) if applicable, each Aggrieved Employee's *pro rata* portion of the PAGA Payment in relation to the total number of Pay Periods worked during the PAGA Period (*i.e.*, the Individual PAGA Payment).

i) Participating Class Member Payment: After deducting the approved amounts specified in Paragraphs 51.a-d above, each Participating Class Member will be entitled to a *pro rata* portion of the remaining amount. Participating Class Member Payments will be calculated from the Net Class Settlement Amount based on the respective number of Pay Periods worked by each Participating Class Member in a non-exempt position during the Class Period, rounded up. Each Participating Class Member's share of the Net Class Settlement Amount will be calculated by dividing the Participating Class Member's Pay Periods worked in a non-exempt position by the total number of Pay Periods worked by all Class Members in a non-exempt position during the Class Period and multiplying this figure by the Net Class Settlement Amount. The Class Notice will include the number of Pay Periods that the Class Member worked during the Class Period and the amount the Class Member is estimated to receive under the terms of the Settlement.

ii) Individual PAGA Payment: For each Aggrieved Employee, the Individual Settlement Payment will also include the Class Member's *pro rata* share of the PAGA Payment, as set forth in Paragraph 51.e (the Individual PAGA Payment).

f. The Parties acknowledge and agree that the formula used to calculate the Individual Settlement Payments and the Individual PAGA Payments does not mean that all of the elements of damages, restitutionary relief, and penalties alleged in the Action are not being taken into account. The above formula was devised as a practical and logistical method to simplify the participation process.

g. Participating Class Member Payments shall be distributed only to Participating Class Members. The portion of the Net Class Settlement Amount allocated to Class Members who opt out of the Settlement will be distributed to Participating Class Members on a *pro rata* basis based on the formula set forth in Paragraph 51.e. Individual PAGA Payments will be distributed to all Aggrieved Employees.

h. The Parties agree that under no circumstances shall Defendant be obligated to pay any amount under this Agreement to any Class Member other than Participating Class Members, with the exception of the Individual PAGA Payments which are not affected by a Class Member opting-out of the Settlement. In addition, the Parties agree that under no circumstances shall Defendant be obligated to pay more than the Gross Settlement Amount in full settlement of the Action, other than any applicable Employer Taxes, or pursuant to the escalator clause.

52. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Agreement, including the Individual PAGA Payments made to Aggrieved Employees, will not be utilized to calculate any additional benefits under any benefit plans to which any Participating Class Member or Aggrieved Employees may be eligible for, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts which any Participating Class Member or Aggrieved Employee may be entitled to under any benefit plans.

53. Taxation Of Settlement Proceeds. All settlement payments paid to Participating Class Members, Aggrieved Employees, and the Named Plaintiff, will be paid in a net amount after applicable state and federal tax withholdings, including payroll taxes, have been deducted, to the extent applicable.

a. The Participating Class Member Payments shall be reported as follows: (i) 20% of the amount distributed to each Participating Class Member will be considered wages, and will be reported as such to each Participating Class Member on a W-2 Form; and (ii) 80% of the amount distributed to each Participating Class Member will be considered interest on the unpaid wages and statutory penalties, and will be reported as such to each Participating Class Member on an IRS Form 1099. The PAGA Payments distributed to each Aggrieved Employee will be considered penalties and will be reported on an IRS Form 1099.

b. Prior to mailing the Individual Settlement Payments, the Settlement Administrator will calculate, withhold from the Individual Settlement Payment, and remit to applicable governmental agencies, sufficient amounts as may be owed by Participating Class Members for required withholdings and taxes, including all payroll taxes. The Settlement Administrator will issue appropriate tax forms to each Participating Class Member and Aggrieved Employee consistent with the foregoing breakdown. The Parties understand that the Named Plaintiff, Participating Class Members, and Aggrieved Employees who receive an Individual Settlement Payment, including an Individual PAGA Payment, pursuant to this Agreement, shall be solely responsible for any and all tax obligations associated with such receipt.

c. The Parties stipulate that the Settlement Fund will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq*. of the federal income tax regulations. Furthermore, the Settlement Administrator is designated as the "**Administrator**" of the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations. Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Settlement Fund.

d. All Parties represent and acknowledge that nothing in this Agreement constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. The Named Plaintiff, Participating Class Members, and Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement and Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. In the event that any taxing body determines that additional taxes are due from any Class Member or Aggrieved Employee, including the Named Plaintiff, such Class Member or Aggrieved Employee assumes all responsibility for the payment of such taxes, except to the extent Defendant may owe additional employer share of the payroll taxes.

54. <u>Notice Procedure</u>. Within 14 calendar days after entry of the Preliminary Approval Order, Defendant will provide to the Settlement Administrator a list of Class Members that identifies each Class Member by employee number, name, Social Security Number, and last known address; and specifies the number of Pay Periods worked by each Class Member in a non-exempt position

during the Class Period and the number of Pay Periods worked by each Class Member in a non-exempt position during the PAGA Period (the "**Class List**"). Defendant will provide the Class List in an Excel file or other format reasonably acceptable to the Settlement Administrator. The Settlement Administrator will keep the list confidential, except it shall be provided to Class Counsel upon request with names, Social Security Numbers and address information redacted, and Class Counsel agrees to use such information only for the purposes described in this Agreement.

a. Upon receipt of the Class List, the Settlement Administrator shall perform a search based upon the National Change of Address Database to update and correct any known or identifiable address changes. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. Within 14 calendar days after receipt of the Class List from Defendant, the Settlement Administrator will send the Class Notice to each Class Member via First Class U.S. Mail. Receipt of the Class Notice shall be presumed as to each and every Class Member whose Class Notice is not returned to the Settlement Administrator as undeliverable within 14 calendar days after mailing.

b. The Settlement Administrator will re-mail any notice packet returned by the United States Postal Service with a forwarding address on or before the expiration of the Notice Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-mailing received the Class Notice. Class Members who receive a re-mailed Class Notice shall have either 45 days from the original mailing or 15 days from the re-mailing, whichever is later, to object, opt out, or dispute the Pay Periods attributed to him or her.

c. The Settlement Administrator will use the appropriate skip tracing and National Change of Address searches to increase the likelihood of delivery of the Class Notice to Class Members, and to re-mail the notice packets returned by the Postal Service without a forwarding address upon locating new or alternate addresses after a reasonable search.

d. Class Counsel will provide to the Court, in connection with seeking final approval of the Settlement, a declaration from the Settlement Administrator confirming that the Class Notice was mailed to all Class Members as required by this Agreement.

55. Dispute Procedure. The Class Notice will include a procedure by which a Class Member may dispute the number of Pay Periods allocated to the Class Member by submitting a written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the expiration of the Notice Period ("**Pay Period Dispute**"). To be valid, a Pay Period Dispute must contain the following: (i) the Class Member's full name, current address, and signature; (ii) the Action name and case number; (iii) the number of Pay Period the Class Member maintains is correct; and (iv) documentary evidence sufficient to prove that Defendant's calculation of the Pay Periods for the Class Member is incorrect, if any. Upon receipt of notice of a Workweek Dispute, the Settlement Administrator shall promptly serve Defendant's counsel with a copy of the Pay Period Dispute and any accompanying papers. The Settlement Administrator will also notify Class Counsel of such dispute. No Pay Period Dispute shall be effective or considered for any purpose unless it is timely mailed by U.S. mail to and received by the Settlement Administrator as provided above. Defendant shall have the right to respond to the Pay Period Dispute by any Class Member. The Settlement Administrator will resolve the Pay Period Dispute and make a final and binding determination without hearing or right of appeal. The Settlement Administrator's determination will be subject to review by the Court at the time of the Final Approval Hearing so long as the Participating Class Member submits an objection to the Settlement Administrator's determination at or before the Final Approval Hearing.

a. Within 10 calendar days after the close of the Notice Period, the Settlement Administrator will provide Class Counsel and Defendant's counsel with a report listing the amount of all Individual Settlement Payments, including Individual PAGA Payments, to be made to the Participating Class Members and the Aggrieved Employees. The report to Class Counsel will not include the names, Social Security Numbers, or contact information of Participating Class Members and Aggrieved Employees.

56. Opt-Out Procedure. Unless a Class Member timely opts out of the settlement described in this Agreement, the Class Member will be bound by the terms and conditions of this Agreement, including the release of the Class Released Claims that arose during the Class Period. A Class Member will not be entitled to opt out of the settlement established by this Agreement

unless the Class Member submits a valid opt-out request ("**Opt-Out Request**"). A valid Opt-Out Request must: (i) contain the Class Member's full name, current address, and signature; (ii) the Action name and case number; (iii) a written request clearly expressing the Class Member's desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of the Notice Period. Any Class Members who worked during the PAGA Period and who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this Agreement.

a. Upon receipt of any Opt-Out Request within the Notice Period, the Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the opt-out requirements of this Agreement.

b. Any Class Member who fails to submit a timely, complete, and valid Opt-Out Request will be barred from opting out of this Agreement or the settlement, unless otherwise ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is incomplete, it will make reasonable attempts to contact the Class Member to cure the defect. The Settlement Administrator will not consider any Opt-Out Request postmarked after the end of the Notice Period, but will report its receipt of any such requests to Class Counsel and Defendant's counsel. It shall be presumed that if an Opt-Out Request is not postmarked on or before the end of the Notice Period, the Class Member did not make the request in a timely manner. A declaration submitted by any Class Member attesting to the mailing of an Opt-Out Request on or before the expiration of the Notice Period shall be insufficient to overcome the conclusive presumption that the Opt-Out Request was untimely. Under no circumstances shall the Settlement Administrator have the authority to extend the deadline for Class Members to submit a request to opt out of the settlement without the Parties' joint written consent.

c. At the close of the Notice Period, the Settlement Administrator shall report the names of all individuals who opted out of the Agreement to the Parties and include this information in a declaration regarding the distribution of the notice that will be provided in support of Plaintiff's motion for final approval.

d. If 10% or more Class Members timely opt out of the settlement, Defendant will have the sole and absolute discretion to withdraw from this Agreement within ten (10) calendar days after Defendant receives notice of the number of opt-outs. Defendant will provide written notice to Class Counsel if it intends to withdraw from this Agreement. In the event that Defendant elects to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a condition of settlement, and the Agreement shall become null and void and have no further force or effect, and the class certified pursuant to this Agreement will be decertified for all purposes. If Defendant chooses to terminate this Settlement Agreement under this provision, it shall be responsible for paying the Settlement Administrator's fees and costs. If the Settlement Agreement is terminated for any other reason, including the Court's failure to grant final approval of the Parties' settlement, then Class Counsel and Defendant will be jointly responsible for the Settlement Administrator's fees and costs.

57. Objections To Settlement. Any Class Member may object to the Settlement. Any written objection must be mailed to the Settlement Administrator (who shall promptly provide a copy to Class Counsel and counsel for Defendant) by the close of the Notice Period. Class Counsel will ensure that any written objections get filed with the Court concurrently with the final approval documents by having it attached to the Settlement Administrator's declaration. Class Members who have not objected in writing may still appear and be heard at the Settlement Hearing.

a. Written objections to the Settlement must contain at least the following: (i) the objecting Class Member's full name, current address, and signature; (ii) a clear reference to the Action; (iii) a statement of the specific reasons why the objector believes the Settlement is unfair or objects to the Settlement; and (iv) a statement of whether the objector intends to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. All objections shall be signed by the objecting Class Member or the Class Member's legally-authorized representative.

b. Class Counsel or Defendant's counsel may, up to five (5) court days before the Final Hearing Date, file responses to any written objections submitted to the Court.

c. Unless they opt out of the Settlement as specified in Paragraph 54, Class Members who object to the proposed settlement or the Agreement will remain Participating Class

Members, and shall be deemed to have voluntarily waived their right to pursue an independent remedy against Defendant and the other Released Parties. To the extent any Participating Class Member objects to the proposed settlement or Agreement and such objection is overruled in whole or in part, such individuals will be bound by the Court's Final Order and Judgment.

d. In the event that any person objects to or opposes this proposed settlement or the Agreement, or attempts to intervene in or otherwise enter the Action, the Parties and Class Counsel will use their best efforts to defend the Settlement.

e. A Class Member cannot both opt out and object to the Settlement. If a Class Member both objects and opts out of the Settlement, the opt-out will control and the objection will be deemed invalid.

58. Funding And Distribution Of Settlement.

a. Within ten (10) calendar days of the close of the Notice Period, the Settlement Administrator will provide a draft declaration to Class Counsel and Defendant's counsel setting forth the number of Participating Class Members and Aggrieved Employees; the identity of those individuals who opted out of the Settlement; the total amount payable to all Participating Class Members and Aggrieved Employees; and the total PAGA Amount, Attorneys' Fees and Costs, Enhancement Award, Settlement Administration Costs, Net Class Settlement Amount, and the applicable Employer's Taxes.

b. Within fourteen (14) days of the Effective Date, Defendant shall remit to the Settlement Administrator: (i) the Gross Settlement Amount of $290,000.00, and (ii) the Employer's Taxes (collectively, the "**Settlement Fund**"). The delivery by Defendant of the Settlement Fund to the Settlement Administrator, along with confirmation by the Settlement Administrator that such funds have been received and cleared, will constitute the full and complete discharge of the entire obligation of Defendant under this Agreement, unless anything reasonably further is requested by the Settlement Administrator to ensure timely and proper disbursement. No Released Party will have any further obligation or liability to the Named Plaintiff, Participating Class Members, Aggrieved Employees, or Class Counsel under this Agreement, in connection with the claims released under this Agreement, regardless of whether the Named Plaintiff, Participating Class

Members, Aggrieved Employees, or Class Counsel receive the payments from the Settlement Administrator set forth in this Agreement.

c. The distribution of Individual Settlement Payments to Participating Class Members and Aggrieved Employees will occur no later than ten (10) calendar days after receipt of the Settlement Fund from Defendant ("**Settlement Proceeds Distribution Deadline**"). The Settlement Administrator shall be deemed to have timely distributed Individual Settlement Payments and Individual PAGA Payments, if it places in the mail the Individual Settlement Payments for all Participating Class Members and the Individual PAGA Payments for all Aggrieved Employees by the Settlement Proceeds Distribution Deadline. No person will have any claim against the Settlement Administrator, Defendant, Class Counsel, Defendant's counsel, or any other agent designated by the Named Plaintiff or Class Counsel based upon the distribution of Individual Settlement Payments made substantially in accordance with this Agreement or further orders of the Court.

d. The distribution of the LWDA Payment, Attorneys' Fees and Costs, and the Enhancement Award shall occur no later than ten (10) calendar days after the Settlement Administrator receives the Settlement Fund from Defendant.

e. If a Participating Class Member's or Aggrieved Employee's check is returned to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is expressly understood and agreed that the checks for the Individual Settlement Payments and/or Individual PAGA Payments will become void and no longer available if not cashed within 180 calendar days after mailing. The funds from uncashed and voided checks will be transmitted to the State Controller's Unclaimed Property Fund.

f. Defendant will not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Order and Judgment, and after the Effective Date of the Agreement.

g. Within sixty (60) calendar days of the Settlement Proceeds Distribution Deadline, the Settlement Administrator will provide written certification of completion of settlement administration to Class Counsel and to Defendant's Counsel.

59. Binding Effect Of Agreement On Class Members. Subject to final Court approval and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all Participating Class Members will be bound by this Agreement.

60. Binding Effect Of Agreement On Aggrieved Employees And State Of California. The Aggrieved Employees and the State of California, to the maximum extent permitted by law, shall be deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against Defendant or any of the Released Parties for any of the PAGA Released Claims and to be bound by the release of the PAGA Released Claims as set forth in this Agreement.

61. Provisional Approval Of Settlement. The Named Plaintiff will file a motion in the Action requesting that the Court preliminarily approve the Settlement shortly after complete execution of this Agreement. Defendant will not oppose Class Counsel's motion for preliminary approval of the settlement so long as the motion and supporting papers are consistent with the terms of this Agreement. Class Counsel will provide Defendant's counsel with a reasonable opportunity to review, and provide comments to, the motion for preliminary approval of the settlement before the motion and supporting papers are filed with the Court. Notwithstanding the foregoing, Defendant may, without opposing the preliminary approval motion, advise the Court if Defendant disagrees with any of the factual statements included by the Named Plaintiff in the motion and supporting papers. Defendant's counsel will meet and confer with Class Counsel regarding any disputed factual statements before notifying the Court of any disputes.

62. Non-Interference With Claims Procedure. The Parties and their counsel agree that they will not advise, solicit, or otherwise encourage any Class Members to submit requests for exclusion or objections to the settlement or to appeal from the Final Order and Judgment.

63. Final Order And Judgment. The Named Plaintiff will request that the Court enter, after the hearing finally approving this Agreement, a Final Order and Judgment. The Named Plaintiff will request that the Final Order and Judgment certify the Participating Class; find that this Agreement is fair, just, equitable, reasonable, adequate, and in the best interests of the Class and the Aggrieved Employees; list the employees (if any) who opted-out of the settlement; order that the

Participating Class Members release the Released Parties from the Class Released Claims; order that the Aggrieved Employees and the State of California release the Released Parties from the PAGA Released Claims as set forth in this Agreement (to the maximum extent permitted by law); and require the Parties to carry out the provisions of this Agreement.

64. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the settlement set forth in this Agreement does not become final, the settlement will be null and void and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated, and the Parties will be returned to the status quo prior to entering this Agreement with respect to the Action, as if the Parties had never entered into this Agreement, and the class certified pursuant to this Agreement will be decertified for all purposes. In addition, in such event, the Agreement and all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Action or otherwise.

65. No Double Recovery. No person who has already released, assigned, or otherwise forfeited the claims asserted in the Action will not be considered a Class Member or be entitled to recover under this Agreement.

66. Confidentiality. Plaintiff and his counsel agree that the terms of this Settlement Agreement (including, but not limited to, the Settlement Amount), the negotiations leading to the execution of this Agreement, and the Agreement itself, shall not be discussed with or publicized or promoted to the media (including, without limitation, legal periodicals and publications such as "Jury Verdicts," or disclosure of the Agreement on any web site of Plaintiff's counsel), or the public at large, without the advance written consent of Defendant. This confidentiality provision will expire once the Court grants final approval of the Settlement, at which point Plaintiff and his counsel agree to keep confidential the negotiations leading up to this settlement, information and documents provided and exchanged during discovery and leading up to mediation, and any other information not contained in publicly filed court documents, including the motion for preliminary approval, motion for final approval, and exhibits thereto.

67. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes material changes to the material terms or conditions of Paragraphs 1 through 66 of this Agreement that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement, in which case Defendant would not be obligated to make any payments to any Class Member, to Class Counsel, or to the Named Plaintiff. The Parties shall meet and confer in good faith before exercising such right.

68. Modification In Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by all signatories to this Agreement. This Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

69. Ongoing Cooperation. The Named Plaintiff and Defendant will execute all documents and perform all acts necessary and proper to effectuate the terms of this Agreement. In the event the Parties are unable to reach an agreement on the form or content of any document needed to implement the Settlement, or any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

70. Notices. All notices, requests, demands, and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered personally or by first class mail to the Settlement Administrator approved by the Court and the undersigned persons at their respective addresses as set forth below:

CLASS COUNSEL

DOMB & RAUCHWERGER LLP
Zack I. Domb (SBN 265185)
zack@dombrauchwerger.com
Devin Rauchwerger (SBN 274234)
devin@dombrauchwerger.com
1055 East Colorado Blvd., Fifth Floor
Pasadena, CA 91106
Tel: (213) 537-9225

COUNSEL FOR DEFENDANT

RUTAN & TUCKER, LLP
Maria Z. Stearns (SBN 230649)
mstearns@rutan.com
Kenneth J. Zielinski (SBN 258555)

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Emily P. Propersi (SBN 360022)
epropersi@rutan.com
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Telephone: 714-641-5100
Facsimile: 714-546-9035

71. Binding On Successors. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

72. Entire Agreement. This Agreement constitutes the full, complete, and entire understanding, agreement, and arrangement between the Named Plaintiff, the Class Members, and the Aggrieved Employees, on the one hand, and Defendant, on the other hand, with respect to the settlement of the Action. This Agreement supersedes any and all prior oral or written understandings, agreements, and arrangements between the Parties with respect to the settlement of the Action. Except for those set forth expressly in this Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the settlement of the Action, the PAGA Released Claims, and the Class Released Claims against Defendant and the Released Parties. The Parties explicitly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

73. Execution In Counterparts. This Agreement may be signed in one or more counterparts. All executed copies of this Settlement Agreement, and photocopies of the Agreement (including DocuSign, facsimile and e-mail copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

74. Captions. The captions, section numbers, and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

75. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to conflict of law rules.

76. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Action and entry of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the terms of this Agreement.

77. Mutual Preparation. The Parties have had the full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

78. Representation And Warranties. Class Counsel and the Named Plaintiff represent and warrant to Defendant that they are not aware of any attorneys beyond those named as Class Counsel who have claims for fees arising out of the Action or the Settlement contemplated by this Agreement, except to the extent Class Counsel is obligated to pay any referral fees.

79. Authorization To Act. Each Party to this Agreement covenants and warrants that (a) such Party has full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery, and performance of this Agreement; and (b) the person executing this Agreement for such Party has the full right, power, and authority to enter into this Agreement on behalf of such Party, and the full right, power, and authority to execute any and all necessary instruments in connection with the Settlement, and to fully bind such Party to the terms and obligations of this Agreement.

80. Representation By Counsel. The Parties acknowledge that each of them has been represented by their respective counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of their respective counsel. Further, the Named Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order and Judgment, the Settlement Administrator may distribute funds to Participating Class Members,

Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named Plaintiff as provided by this Agreement.

81. Representation By The Named Plaintiff. The Named Plaintiff agrees not to request to be excluded from the Class and not to object to any terms of this Agreement. Any such request by the Named Plaintiff for exclusion or objection shall be void and of no force or effect.

82. Additional Attorneys' Fees And Costs. No Participating Class Member, Aggrieved Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Action or the Gross Settlement Amount from the Released Parties except as expressly provided for in this Agreement.

83. No Reliance On Representations. The Parties have made such investigations of the facts and the law pertaining to the matters described in this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement except as expressly provided in this Agreement.

84. No Collateral Attack. This Agreement will not be subject to collateral attack by any Class Member or any recipient of the Class Notice after the Final Order and Judgment. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of their Individual Settlement Payment, or for opting out of the Settlement.

IT IS SO AGREED:

PLAINTIFF JOHN STEPHEN SILVESTRI

Dated: 12 / 12 / 2025

By: ______________________
John Stephen Silvestri
Named Plaintiff

Dated: December 30, 2025

DEFENDANT UPWARD PROJECTS HOLDINGS, LLC

Signed by:
By: Lauren Bailey
32B5160B5E8D41A...
Lauren Bailey
CEO

APPROVED AS TO FORM ONLY AND AGREE TO BE BOUND BY PARAGRAPH 66:

Dated: 12/12/2025

DOMB & RAUCHWERGER, LLP

By: ______________________
Zack I. Domb
Devin E. Rauchwerger
Counsel for Plaintiff John Stephen Silvestri

APPROVED AS TO FORM ONLY:

Dated: December 30, 2025

RUTAN & TUCKER, LLP

By: ______________________
Maria Z. Stearns
Counsel for Defendant Upward Projects Holdings, LLC

EXHIBIT 2

ZACK I. DOMB, SBN 265185
E-Mail zack@dombrauchwerger.com
DEVIN RAUCHWERGER, SBN 274234
E-Mail devin@dombrauchwerger.com
CURTIS P. DAVIS, SBN 323353
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AUDREY A. JORGENSEN, SBN 353898
E-Mail audrey@dombrauchwerger.com
DOMB & RAUCHWERGER LLP
1055 East Colorado Blvd., Fifth Floor
Pasadena, California 91106
Telephone: (213) 537-9225

Attorneys for Plaintiff
John Stephen Silvestri and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

John Stephen Silvestri, individually and on behalf of others similarly situated, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act

Plaintiff,

vs.

Upward Projects Holdings, LLC, a limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2024-01380452-CU-OE-CXC

PROOF OF SERVICE RE: MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT TO LWDA

Hearing Information:

Date: July 10, 2026
Time: 9:00 AM
Dept.: CX101
Judge: Hon. William Claster

PROOF OF SERVICE
(CCP §§ 1010.6, 1013, 2015.5; CRC 2.251)

I am over the age of 18 and not a party to the within action; am employed with Domb & Rauchwerger LLP and my business address is 1055 East Colorado Blvd., Fifth Floor, Pasadena, California 91106. My e-mail address is jessica@dombrauchwerger.com.

On June 9, 2026, I served the foregoing documents entitled:

- **NOTICE OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM IN SUPPORT THEREOF**
- **DECLARATION OF DEVIN E. RAUCHWERGER IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF PLAINTIFF JOHN STEPHEN SILVESTRI IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF JULIE GREEN ON BEHALF OF CPT GROUP, INC.**
- **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on all the appearing and/or interested parties in this action by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

Via Online Submission – LWDA portal

California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

☒ **[by ELECTRONIC SERVICE] –** I caused the documents to be sent to the persons via the Online Submission portal for the California Labor & Workforce Development Agency.

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

Executed June 9, 2026, at Sacramento County, California.

Jessica Delgado — Print Name

By: *Jessica Delgado* — Signature