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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

JONATHAN QUENGA, as an individual, and on
behalf of all others similarly situated,

Plaintiff,

v.

SCORPION SERVICES, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendant.

Case No.: CIVSB2417682

*[Assigned for all purposes to the Hon.
Wilfred J. Schneider, Jr., Dept. S32]*

**DECLARATION OF DANIEL J.
BROWN IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 15, 2026
Time: 8:30 a.m.
Dept.: S32

Complaint Filed: May 28, 2024
FAC Filed: August 5, 2024
SAC Filed: November 20, 2025
Trial Date: None Set

1 I, DANIEL J. BROWN, declare as follows:

2 1. I am the principal of the law firm of Stansbury Brown Law, PC and counsel for Plaintiff
3 Jonathan Quenga and, together with Frontier Law Center, counsel for Plaintiffs Jonathan Quenga and
4 Robert Enriquez (“Plaintiffs”) and the proposed Settlement Class in the above-captioned action,
5 *Jonathan Quenga v. Scorpion Services, Inc.*, Case No. CIVSB2417682 (“Action”). This declaration is
6 submitted in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement. The matters set
7 forth in this declaration are based on my personal knowledge, or on information and belief, and if called
8 upon to do so, I could and would testify competently thereto. I submit this declaration in my capacity as
9 Class Counsel and make the following representations to the Court.

10 2. I am a 2015 graduate of UCLA School of Law. I was admitted to the California State
11 Bar in December 2015 after passing the California Bar Exam in July of that same year. I have practiced
12 exclusively in the area of employment litigation. From December 2015 to June 2017, I worked for the
13 law firm Rastegar Law Group, APC, an employment litigation firm in Torrance, California. The vast
14 majority of my work at Rastegar Law Group, APC, focused on representing employees in wage and hour
15 class actions. I was also the lead attorney on individual claims for wrongful termination, harassment,
16 discrimination, and retaliation. While non- exhaustive, the type of work I performed included: conducting
17 client intakes, performing pre- filing research and analysis, drafting complaints, attending court hearings,
18 corresponding with opposing counsel, drafting and responding to written discovery, preparing for and
19 taking and defending depositions, analyzing payroll and timekeeping records and employee handbooks,
20 drafting and opposing motions for remand, demurrers and motions to dismiss, motions to compel,
21 drafting mediation briefs, attending mediations, drafting long-form settlement agreements, drafting
22 motions for preliminary and final settlement approval, and overseeing the claims and/or opt-out
23 processes.

24 3. In June 2017, I voluntarily resigned from the Rastegar Law Group, APC, in order to
25 accept a position with the Haines Law Group, APC. The Haines Law Group focuses almost exclusively
26 on employment litigation, primarily wage and hour class actions and representative actions under the
27 Private Attorneys General Act (“PAGA”). While at the Haines Law Group I drafted or edited several
28 class action complaints, class certification and decertification motions, and preliminary and final

1 settlement approval motions. At the Haines Law Group I was a named attorney on over fifty wage and
2 hour class and PAGA cases. My experience at the Haines Law Group provided me with an in-depth
3 understanding of wage and hour class action and PAGA litigation, including class action and PAGA
4 settlement approval.

5 4. In June 2019, I started my own law firm, Stansbury Brown Law, PC, focusing almost
6 exclusively on employment litigation. Currently, my firm represents plaintiffs in approximately 50 active
7 cases, including 25 wage and hour class actions and representative actions under PAGA and
8 approximately 7 single plaintiff cases including PAGA representative actions. The following is a non-
9 exhaustive list of wage and hour class actions and PAGA only actions in which I have played a significant
10 role in prosecuting the litigation, which have received final approval: *Spinks v. Suja Life, LLC.*, Case No.
11 37-2014-00036496-CU-OE-CTL, California Superior Court, County of San Diego, Judge Richard E.L.
12 Strauss presiding (approved as class counsel in wage and hour class action on behalf of non-exempt
13 employees of a juice manufacture involving claims for unpaid wages, meal and rest period violations,
14 and other claims); *Galvan v. Amvac Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC,
15 California Superior Court, County of Orange, Judge William D. Cluster presiding (granted final approval
16 of settlement on behalf of non-exempt employees of a chemical manufacturing company involving
17 claims for unpaid overtime and waiting time penalties); *Blank v. Coty, Inc., et al.*, Case No. BC624850,
18 California Superior Court, County of Los Angeles, Judge William F. Highberger presiding (granting final
19 approval of a class of employees of a beauty products manufacturer involving claims for unpaid overtime,
20 meal period violations, and wage statement violations); *Lira v. Discus Dental, LLC, et al.*, Case No.
21 CIVDS1620402, California Superior Court, County of San Bernardino, Judge David Cohn presiding
22 (approved as class counsel in a wage and hour class action on behalf of non-exempt employees of a
23 manufacturer of dental products involving claims for unpaid overtime, minimum wage violations, meal
24 period violations, wage statement and waiting time penalties); *Nieto v. Emtek Products, Inc.* Case No.
25 BC652704, California Superior Court, County of Los Angeles, Judge Shepard Wiley, Jr. presiding
26 (approved as class counsel in a wage and hour class action on behalf of non-exempt employees of a
27 manufacturer of door hardware involving claims for meal and rest period violations, and for waiting time,
28 wage statement, and for penalties pursuant to the Private Attorneys General Act (“PAGA”)); *Frank*

1 *Gonzalez III v. Prime Communications*, Case No. BC702262, California Superior Court, Judge Kenneth
2 R. Freeman presiding (granting final approval to a wage and hour class action on behalf of non-exempt
3 employees against a cell phone provider for meal and rest period violations, off-the-clock violations, and
4 for derivative penalties); *Fierro v. Universal City Studios LLC*, Case No. BC642460, California Superior
5 Court, County of Los Angeles, Judge Maren E. Nelson presiding (granting final approval of a wage and
6 hour class action on behalf of current and former non-exempt employees against an amusement park
7 involving claims for meal and rest period violations, failure to indemnify, failure to pay all minimum and
8 overtime wages, and for waiting time, wage statement, and PAGA penalties); *Stephen et al. v. PSC*
9 *Industrial Outsourcing, LP*, Case No. BC10752, California Superior Court, County of Los Angeles,
10 Judge Shepard Wiley Jr. presiding (granting final approval in and wage and hour class action on behalf
11 of current and former non-exempt employees of an industrial cleaning company for meal and rest period
12 violations, unpaid wages, failure to reimburse business expenses, and waiting time, wage statement, and
13 PAGA penalties); *Duran v. Prada USA Corp.*, Case No. BC644319, California Superior Court, Los
14 Angeles County, Judge Maren E. Nelson presiding (approved as class counsel in a wage and hour class
15 action on behalf of current and former employees of a clothing store involving claims for unlawful claw
16 back of earned commissions, meal and rest period violations, failure to reimburse necessary business
17 expenses, and derivate claims for penalties); *Honorato Lopez v. Moon Valley Nursey, Inc.*, Case No.
18 BC668161, California Superior Court, Los Angeles County, Judge John Shepard Wiley, Jr. (approved
19 as class counsel in a wage and hour class action on behalf of current and former employees of a
20 commercial nursery involving claims for failure to pay for all hours worked, automatically deducting
21 work time for meal periods regardless if taken, rest period violations, and derivate claims for penalties);
22 *Alfaro v. Orange Automotive d/b/a Kia of Orange*, Case No, 30-2017-00945105-CU-OE-CXC,
23 California Superior Court, County of Orange, Judge Randall J. Sherman presiding (approved as class
24 counsel in a wage and hour class action on behalf of current and former employees of a car dealership
25 involving claims for minimum wage violations, meal and rest period violations, failure to reimburse
26 business expenses, wage statement violations, waiting time penalties, and PAGA penalties); *Lemus v.*
27 *Promenade Imports, LLC*, California Superior Court, County of Orange, Judge William Claster presiding
28 (granting final approval in a wage and hour class action on behalf of current and former non-exempt

employees of a car dealership involving claims for minimum wage violations, meal and rest period violations, failure to reimburse business expenses, and claims for derivative penalties); *Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court, County of Orange, Judge William Claster presiding (approved as class counsel in a wage and hour class action on behalf of current and former non-exempt employees of a high-end residential carpets and custom rugs company involving claims for meal and rest period violations, regular rate miscalculation, unlawful rounding policy, and claims for derivative penalties); *Perez v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California Superior Court, County of Riverside, Judge Craig G. Reimer presiding (granting final approval of a wage and hour class action on behalf of current and former non-exempt employees of a car dealership involving claims for minimum wage violations, failure to pay all overtime wages, meal period violations, rest period violations, wage statement violations, and civil penalties under the PAGA); *Gonzalez v. Lacey Milling Company*, Case No. 19C-0361, California Superior Court, County of Kings, Judge Kathy Cuiffini presiding (approved as class counsel in a wage and hour class action on behalf of current and former non-exempt employees of flour packing company involving claims for meal and rest period violations, unlawful rounding policy, and claims for derivative penalties); *Prelle v. The Ensign Group, Inc.*, 37-2019-00068105-CU-OE-CTL, California Superior Court, County of San Diego, Judge Richard S. Whitney presiding (granting PAGA approval on behalf of former non-exempt employees of a nursing facility involving claims for meal and rest period violations, failure to reimburse, and derivative penalties); *Alvino v. Family Ranch, Inc., et al.*, Case No. 19CECG04356, California Superior Court, County of Fresno, Judge Kristi Culver Kapetan presiding (granting PAGA approval on behalf of former non-exempt employees of a farm labor contractor involving claims for meal and rest period violations, failure to reimburse, off the clock work, and derivative penalties); *Massey v. Louidar*, Case No. RIC1905130, California Superior Court, County of Riverside, Honorable Sunshine Sykes, presiding (approved as class counsel in a wage and hour class action on behalf of current and former non-exempt employees of a restaurant involving claims for minimum wage and overtime violations, meal and rest period violations, and claims for derivative penalties); *Jesse Alvarez v. Associa Developer Services, Inc., et al.*, Case No. RIC1905170, California Superior Court, County of Riverside, Honorable Sunshine S. Sykes presiding (approved as class counsel in a wage and hour class action on

1 behalf of current and former non-exempt employees of a property management company involving
2 claims off-the-clock work, unpaid overtime, on-duty meal and rest periods, and claims for derivative
3 penalties); *Saul Tamayo Diaz v. Antonini Bros.*, Case No. STK-CV-UOE-2020-0000823, California
4 Superior Court, County of San Joaquin, Honorable George J. Abdallah presiding (approved as class
5 counsel in a wage and hour case on behalf of current and former non-exempt truck drivers for unpaid
6 minimum wages, meal and rest period violations, and derivative wage statement, waiting time, and
7 PAGA civil penalties); *Manuel Alberto Alvino v. Aguayo Contracting, Inc.*, Case No. VCU281300,
8 Superior Court of California, County of Tulare, Honorable David C. Mathias, Dept. 01 (approved as class
9 counsel in a wage and hour class action on behalf of current and former agricultural workers for unpaid
10 wages, meal and rest period violations, and derivate penalties); *Nazario Martinez v. JNM Contracting,*
11 *Inc., et al.*, Case No. VCU282822, Superior Court of California, County of Tulare, Honorable Nathan
12 Ide presiding (approved as class counsel in a wage and hour class and representative action on behalf of
13 current and former non-exempt agricultural workers for unpaid wages, meal and rest period violations,
14 and derivate penalties); *Gabriel Valles v. Fresno Fab-Tech, Inc.*, Case No. 19CECG04218, Superior
15 Court of California, County of Fresno, Honorable D. Tyler Tharpe presiding (approved as class counsel
16 in a wage and hour class action on behalf of metal fabricators for unpaid wages, meal and rest period
17 violations, and associated penalties); *Vazquez, et al. v. Kraft Heinz Foods Company*, Case No. 16-CV-
18 02749-WGH (AGS), United States District Court, Southern District of California, Honorable William
19 Q. Hayes presiding (certifying subclasses of employees for meal period violations, failure to pay for all
20 hours worked, and a derivate waiting time class); *Maria Chavarin De Gamez v. California Fruit Basket,*
21 *Inc., et al.*, Case No. 20CECG02531, Honorable Jeffrey Y. Hamilton presiding (approved as class
22 counsel at an hourly rate of \$609 in a wage and hour class action on behalf of food processors for unpaid
23 wages, meal and rest period violations, and associated penalties).

24 5. I have also been named a Southern California Super Lawyers' Rising Star in the area of
25 employment litigation for six years (2019, 2020, 2021, 2022, 2023, 2025).

26 6. I was also recognized by TopVerdict for being part of a team that secured one of the top
27 50 labor and employment law settlements in California in 2019, 2022, and 2024. I am also active in the
28 California employment and consumer law community. I am a member of the Consumer Attorneys

1 Association of Los Angeles (“CAALA”) and the California Employment Lawyers Association
2 (“CELA”) for which I serve on the CELA Wage and Hour Committee. I also participate in the CELA
3 mentor program to provide mentorship and guidance to young attorneys interested in employment law.

4 7. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately
5 involved in every aspect of this case and I can attest that the Settlement is a fair result for the Settlement
6 Class. I personally supervised all aspects of the litigation and the settlement negotiations and personally
7 participated in the mediation. I am therefore competent to evaluate the Settlement and opine that the result
8 is fair, adequate, and reasonable.

9 8. Defendant Scorpion Services, Inc. (“Defendant”) is a California corporation in the
10 security industry that provides security guards and technology to both private and public sector clients.
11 Plaintiff Jonathan Quenga (“Plaintiff”) worked for Defendant from approximately 2022 to approximately
12 2023 as a security guard. Plaintiff Robert Enriquez worked for Defendant from approximately 2017 to
13 approximately 2024 as a security guard. Both Plaintiffs, along with Defendant’s other non-exempt
14 employees, were subject to the compensation practices at issue in this Action. As explained in paragraph
15 19 below, following Defendant’s election under the Settlement’s escalator provision the Class Period
16 was shortened to end November 11, 2025, and Defendant’s Class Data credits Plaintiff Quenga with no
17 Class Workweeks within the Class Period and no PAGA Pay Periods within the PAGA Period. Plaintiff
18 Quenga will therefore receive no Individual Class Payment or Individual PAGA Payment under the
19 Settlement. (See also Declaration of Jonathan Quenga [“Quenga Decl.”], previously filed on February 9,
20 2026 and attached hereto as **Exhibit H**, ¶ 2; Declaration of Robert Enriquez [“Enriquez Decl.”],
21 previously filed on February 9, 2026 and attached hereto as **Exhibit G**, ¶ 2.)

22 9. Plaintiff Quenga filed a class action complaint (“Complaint”) against Defendant on May
23 28, 2024, in San Bernardino County Superior Court, Case No. CIVSB2417682, which alleged causes
24 of action for: (1) Minimum Wage Violations; (2) Failure to Pay All Overtime Wages; (3) Meal Period
25 Violations; (4) Rest Period Violations; (5) Waiting Time Penalties; (6) Wage Statement Violations; (7)
26 Unfair Competition; and (8) Failure to Reimburse Necessary Business Expenses. Plaintiff Quenga filed
27 a First Amended Class and Representative Action Complaint (“FAC”) on August 5, 2024, to add
28 additional causes of action for civil penalties under the Private Attorneys General Act (“PAGA”)

pursuant to Labor Code Sections 2698 *et seq.* based on claims asserted in the PAGA letter Plaintiff Quenga submitted to the LWDA on May 28, 2024, in Case No. LWDA-CM-1030835-24. On May 15, 2024, Plaintiff Enriquez commenced a separate action by filing a Complaint on an individual basis alleging causes of action against Defendant for: (1) Failure to Provide Compliant Meal Periods; (2) Failure to Provide Compliant Rest Periods; (3) Failure to pay for All Hours Worked; (4) Failure to Pay All Overtime Owed; (5) Wage Statement Penalties; (6) Waiting Time Penalties; (7) Violations of Unfair Competition Law, and; (8) a representative claim for civil penalties under the PAGA. On November 20, 2025, the Court granted the Parties' stipulation to add Plaintiff Enriquez as a named plaintiff in this matter, and Plaintiffs filed their Second Amended Complaint ("SAC") on November 20, 2025. The SAC is the operative complaint. The Complaint, FAC, and SAC are together referred to herein as the "Action." Following a successful mediation held on June 4, 2025, and subsequent diligent negotiating and memorialization of settlement terms, on February 9, 2026, Plaintiffs filed their Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval"), which the Court granted on March 12, 2026. Attached hereto as **Exhibit A** is a true and correct copy of the Order Granting Preliminary Approval dated March 12, 2026. As explained in detail in the Motion for Preliminary Approval, Plaintiffs' primary theories of liability relate to: (1) rounding and off-the-clock work violations; (2) failure to reimburse necessary business expenses; (3) meal period violations; (4) rest period violations; (5) wage statement violations, including facially deficient wage statements; and (6) waiting time penalties. Plaintiff's FAC also sought civil penalties under PAGA. Defendant denied Plaintiffs' claims and asserted several affirmative defenses, both on the merits and with respect to class certification.

10. Specifically, Plaintiffs alleged that they and other non-exempt employees would routinely be required to remain on the premises after their scheduled shift until an employee scheduled to relieve them of their duties arrived so they could leave their posts. Moreover, Defendant also impermissibly rounded employees' work time. This policy is evidenced by the fact that shift start and stop times are rounded to the quarter hour despite Defendant capturing employees' actual start and stop times on phone apps employees were required to record their time. This is also evidenced by Defendant's own written policy stating that Defendant pays to the "nearest 15-minute increment." In response, Defendant countered that its rounding policy was neutral on its face and thus compliant with California

1 law. Moreover, Defendant asserted its policies prohibited off-the-clock work and to the extent employees
2 had to arrive early or stay late they were specifically instructed to record this time. Defendant further
3 asserted that Plaintiffs vastly overestimate the number of occurrences of rounding and the amount of
4 uncompensated time, if any, that resulted.

5 11. Throughout the Class Period, Plaintiffs and the putative class were not reimbursed for
6 the use of their cellular phones. Specifically, Plaintiffs allege the putative class members were not
7 provided radios and instead were required to use their cellular phones to communicate with supervisors
8 stationed at different locations and community members and staff at the locations at which they were
9 stationed. Moreover, employees were required to download an app on their phones to record their time.
10 Defendant countered that Class Members were not required to use cell phones and that to the extent they
11 needed to communicate, they could use landlines at the facilities at which they worked. Defendant also
12 argued that this claim is not suitable for class treatment, as it would require individualized determinations
13 as to whether each Class Member incurred an expense, and, if so, how much expense each Class Member
14 incurred.

15 12. Plaintiffs alleged that Defendant required security guards to take unlawful on-duty meal
16 periods, but did have security guards sign on-duty agreements. Plaintiffs were specifically told by their
17 supervisors they could not leave the facility during their shift, and Defendant's records make clear that,
18 while meal periods were recorded, the time was not deducted from employees' compensable worktime
19 on 60.2% of shifts, evidencing the meal periods were on duty. Defendant's records also evidence that
20 96% of shifts over 10.0 hours did not contain a second meal period. Defendant countered that it always
21 provided legally compliant first and second meal periods to Class Members and maintained and enforced
22 lawful verbal meal period policies which provide for timely and duty-free meal periods. Further, to the
23 extent meal periods were on duty, Defendant argued that this was because the nature of the work
24 prevented off-duty meal periods and employees signed lawful on-duty meal period agreements.
25 Moreover, Defendant argued that its written policies were compliant to the extent they did not conflict
26 with California law. Defendant further argued that this claim would not be certified due to the lack of any
27 common evidence tying together the reason that Class Members experienced a first meal period violation
28 as to the experiences of its employees varied greatly depending on the job duties and location. Defendant

also argued that the presence of these affirmative defenses as to the voluntariness of a particular meal period decision would preclude class certification.

13. Plaintiffs alleged Defendant failed to provide off-duty rest periods to putative class members for the same reasons they failed to provide compliant meal periods. Moreover, Defendant also failed to pay any rest period premium wages per Labor Code Section 226.7 and Defendant failed to maintain any pay code for paying rest period premium wages per Labor Code Section 226.7. Defendant countered that it maintained legally compliant rest period policies and practices throughout the Class Period, authorized and permitted all rest periods to class members, and in practice did not prevent the Class Members from leaving the worksite during their rest periods. Defendant further argued that Plaintiffs' rest period claim is inherently unsuited for class treatment as there were no records of whether or not rest periods were taken, therefore requiring an individualized inquiry into whether each class member failed to take rest periods on each shift, which would devolve into an unmanageable series of mini-trials. Additionally, Defendant argued that since Class Members were spread out across various client locations, it could not have feasibly ever been aware of any failures to exercise rest periods by its employees and no employees informed them that they could not take rest periods.

14. Plaintiffs contended that for each pay period in which there is a meal or rest period violation or off-the-clock violation, Plaintiffs and other putative class members would have received a non-compliant wage statement. Defendant argued that: (i) no violations occurred, (ii) any alleged violations were not "knowing and intentional" as required by Labor Code § 226(e) pursuant to *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056, (iii) no injury was suffered, and (iv) the decision in *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, which holds that there is no wage statement violation when the wage statements accurately reflect the compensation received by an employee, shields them from liability.

15. Plaintiffs also contended that they were not paid all wages owed at the end of their employment, including premium wages. Defendant countered that, to the extent that Plaintiffs' waiting time penalty claim was derivative of their unpaid wage claims, Defendant argued that not all former employees (if any) did, in fact, experience under payment of wages (and therefore Plaintiffs' exposure

1 was overstated). Defendant also contended that because it possessed good-faith defenses to the
2 underlying claims, any failure to pay wages was not “willful” as a matter of law.

3 16. Plaintiffs also seek civil penalties under the PAGA as a result of the foregoing alleged
4 Labor Code violations. The specific statutory violations upon which Plaintiff based the claim under
5 PAGA are: (i) Labor Code §§ 551-552, 558, 1182.12, 1194, 1194.2, 1197, and 1198 for failing to
6 pay statutory minimum wage for all hours worked; (ii) Labor Code §§ 204, 510, 558, 1194, and 1198 for
7 failing to pay all overtime compensation earned; (iii) Labor Code §§ 226.7, 512, and 1198 for meal period
8 violations; (iv) Labor Code §§ 226.7, 516, and 558 for rest period violations; (v) Labor Code §§ 2802
9 and 2804 for failing to reimburse employees for business expenses; (vi) Labor Code § 226 for failing to
10 provide accurate, itemized wage statements; (vii) Labor Code §§ 201 through 203 for failing to timely
11 pay all wages owed, including upon termination; (viii) Labor Code § 204 for failing to timely pay wages
12 earned during employment on a pay period designated in advance; (ix) Labor Code § 205 for failing to
13 pay all wages earned up to and including the fourth day before the scheduled payday; (x) Labor Code §
14 245.5 for failing to permit and authorize the use of paid sick leave; (xi) Labor Code §§ 1174 and 1198
15 for failing to maintain accurate records; and (xii) Labor Code § 2810.5 for failing to provide legally
16 mandated disclosures. However, Defendant asserted a number of credible defenses to Plaintiffs’ claims.
17 First, these penalties derive largely from the underlying wage and hour violations discussed above, which
18 Defendant vigorously disputed, and that those defenses would apply here also. Defendant also
19 maintained that given Defendant’s good faith defenses, this Court would exercise its discretion to
20 substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiffs’ claims.
21 Defendant further alleged that none of the violations would be deemed knowing and intentional as there
22 is no evidence suggesting Defendant intentionally violated the Labor Code. For these reasons, Defendant
23 argued the Court would drastically reduce any award of PAGA penalties as “confiscatory.”

24 17. On June 4, 2025, after extensive research and analysis, including Class Counsel’s
25 detailed analysis of Defendant’s potential exposure, the Parties privately mediated the Action with
26 respected wage and hour class action mediator Nikki Tolt, Esq., a well-respected mediator. During
27 mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of
28 Plaintiffs’ claims, and the legal basis for the claims and defenses for the claims alleged by Plaintiff. The

Parties subsequently worked diligently to negotiate and memorialize the terms on the long form Settlement Agreement, which was signed by the Parties and is now presented to this Court for final approval. A true and correct copy of the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement Agreement”) is attached hereto as **Exhibit B**.

18. Plaintiffs submitted the Settlement to the Court with their Motion for Preliminary Approval on February 9, 2026. The Court granted preliminary approval of the Settlement and found that the Settlement Class meets all requirements for class certification for settlement purposes on March 12, 2026.

19. On March 16, 2026, Plaintiffs’ counsel provided Apex Class Action, LLC (“Apex”), the Settlement Administrator, with the Court-approved content for the Notice. On April 8, 2026, Apex received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and workweeks for each Class Member (“Class List”) during the Class and PAGA Periods. After the Class Data discrepancies were resolved on April 28, 2026, Apex determined that the Escalator Clause at paragraph 8 of the Settlement had been triggered, and Defendant elected under paragraph 8(b) to end the Class Period as of the date the total number of Class Workweeks reached, but did not exceed, 13,333. The Class Period accordingly ends November 11, 2025. The final Class Data contained five hundred fifteen (515) individuals classified as Class Members, all of whom had a mailing address. Apex conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. On May 12, 2026, Apex mailed the Notice via U.S. first class mail to all five hundred fifteen (515) Settlement Class Members on the Class List. Following the initial mailing, fifty-eight (58) were returned to Apex. After attempting to locate current mailing addresses using skip tracing for the remaining fifty-eight (58) Class Notices, forty-seven (47) updated addresses were obtained, and Class Notice was promptly re-mailed to those Class Members via first class mail. Eleven (11) Class Notices remain undeliverable since an updated address could not be obtained via skip trace. The Class Notice advised Settlement Class Members that the deadline to request exclusion from, object to, or dispute the workweeks or pay periods allocated to them was July 13, 2026, which is sixty (60) days after mailing, and that Settlement Class Members whose Notice was re-mailed had an additional fourteen (14) days, through July 27, 2026. As of this writing,

1 there have been no objections, disputes, or requests for exclusion. The foregoing notice figures
2 are drawn from the Declaration of Tarus Dancy on Behalf of Apex Class Action, LLC (“Dancy
3 Decl.”), ¶¶ 4-16.

4 20. The Settlement Class encompasses all non-exempt employees who worked for
5 Defendant at any time during the period of October 1, 2023, through November 11, 2025 (the “Class
6 Period”) (“Settlement Class Members”) who do not opt out of the settlement (“Participating Settlement
7 Class Members”). (See Exh. B, ¶¶ 1.5, 1.12 [Settlement Agreement].) Aggrieved Employees
8 encompasses all non-exempt employees who worked for Defendant at any time during the period of
9 October 1, 2023, through March 12, 2026 (the “PAGA Period”). The Escalator Clause operates only on
10 the number of Class Workweeks in the Class Period, and paragraph 8 of the Settlement provides that
11 there shall be no adjustment to the LWDA PAGA Payment or the Individual PAGA Payments. The
12 PAGA Period therefore was not shortened. (See Exh. B, ¶¶ 1.4, 1.31, 8.)

13 21. Class Counsel apply for an attorneys’ fee award of \$50,000.00, or twenty-five percent
14 (25%) of \$200,000.00, which is the Gross Settlement Amount. That request is less than the thirty-five
15 percent contemplated by the Settlement and disclosed in the Class Notice. Class Counsel reduced the
16 request in response to the Court’s statement at the March 12, 2026 preliminary approval hearing that it
17 was inclined to award fees of twenty-five percent in light of the value of the settlement and Defendant’s
18 verified inability to pay. The reduction increases the Net Settlement Amount available to Participating
19 Class Members by \$20,000.00. My office submits the requested fee is fair compensation for undertaking
20 complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. My firm’s
21 efforts, over the course of more than two years, include conducting pre-filing investigation, requesting
22 Plaintiffs’ employment records from opposing counsel, legal research and analysis regarding the merits
23 of Plaintiffs’ claims, Plaintiffs’ ability to recover penalties under the PAGA, propounding formal and
24 informal discovery, reviewing documents and data provided by Defendant prior to mediation, drafting
25 and filing Plaintiffs’ Complaint and LWDA notice letter, drafting and filing the FAC, drafting and filing
26 the SAC, drafting a mediation brief, preparing for and attending mediation, drafting the long-form
27 Settlement Agreement and Notice Packet documents, preparing the motion for preliminary settlement
28 approval and supporting declarations, overseeing the notice process, preparing the motion for final

1 settlement approval and supporting declarations, and otherwise litigating the case. Given the potential for
2 adverse outcomes, the contingent risk borne by my firm was great. The quality of my firm's work, and
3 the efficacy and dedication with which it is performed, should be compensated. My previous experience
4 in litigating wage and hour class and representative actions also supports the reasonableness of the fee
5 request. I am well-versed in wage and hour class and representative action litigation. My experience in
6 similar matters was integral in evaluating the strengths and weaknesses of this case and the
7 reasonableness of the Settlement. I also expect to expend additional attorney time overseeing notice
8 process, attending the hearing on this Motion, overseeing the process of distribution of funds and fielding
9 questions from non-exempt employees. Practice in the narrow field of wage and hour litigation requires
10 skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the
11 procedural law of class action litigation.

12 22. Attorneys at my firm have spent approximately 248.5 hours on this case: 186.1 hours by
13 me, 22 hours by former associate Jessica Flores; 26 hours by former associate Kathleen Becket, and 14.4
14 hours by associate Gregory Okada. In support of the lodestar cross-check, my detailed time records are
15 attached as **Exhibit C**. My time records are comprised of both contemporaneous recording of time
16 records and time entries made after the fact. Due to inadvertence, I occasionally did not input my time
17 contemporaneously, but I have subsequently reviewed the case file and my email communications to
18 approximate the hours worked. Because this reconstruction captures only work that left a record in the
19 file or in correspondence, it is a conservative estimate of the time actually spent. My time records also
20 include a single global entry of 81.9 hours for email correspondence. I do not bill each email as an
21 individual entry, because the time required to make such entries would frequently equal or exceed the
22 time to read or send the email. Instead, at the conclusion of a case I make one global entry valuing each
23 email sent or received at five minutes, which is below the one-tenth-hour minimum increment, and I
24 make that entry once regardless of how many attorneys or staff at my firm read the email. My firm's
25 records reflect 983 emails sent or received in this matter, which at five minutes each equals 4,915 minutes,
26 or 81.9 hours rounded down. This methodology is set out in **Exhibit C**. Based on each attorney's
27 requested hourly rate discussed below, my firm's total lodestar is \$235,619.10. Frontier Law Center,
28 which is also Class Counsel of record, reports a lodestar of \$25,675.00 for 38.7 hours. (Declaration of

1 Manny Starr ["Starr Decl."], ¶ 9, Exh. 4.) Class Counsel's combined lodestar is therefore \$261,294.10,
2 and the requested fee of \$50,000.00 is approximately 19.1% of that lodestar, a negative multiplier of
3 approximately 0.19. Class Counsel seek no multiplier and request substantially less than their lodestar.

4 23. Jessica Flores, Esq. is a former associate of my firm and is no longer employed by
5 Stansbury Brown Law, PC. Because Ms. Flores is no longer with the firm, I reconstructed her time on
6 this matter by reviewing the case file, the firm's records, and email communications reflecting her work.
7 Ms. Flores' work on this matter included conducting the detailed client intake to develop the factual
8 allegations, drafting the Complaint, drafting the LWDA notice letter, drafting the First Amended
9 Complaint, preparing written discovery to Defendant, drafting the joint case management statements filed
10 in 2024, and appearing at the December 2, 2024 case management conference. Based on my review, I
11 conservatively estimate that Ms. Flores spent 22 hours on this matter. Her reasonable hourly rate based
12 on the widely used Laffey Matrix and her years in practice is \$1,019 per hour. Her lodestar is accordingly
13 \$22,418.00. This estimate is conservative because it captures only work evidenced by the file and
14 correspondence and omits time, such as telephone calls and legal research, that left no record. Ms. Flores
15 was an associate of the firm and was admitted to the California State Bar in 2012. The \$1,019 hourly rate
16 is the reasonable and usual rate for an attorney of her experience as discussed below.

17 24. Kathleen J. Becket, Esq. is likewise a former associate of my firm; she left the firm in
18 2026. I reconstructed her time on this matter in the same manner, by reviewing the case file, the firm's
19 records, and email communications reflecting her work. Ms. Becket's work on this matter included
20 drafting the joint case management statements filed in 2025, appearing at case management conferences,
21 researching this Court's checklists and guidelines for approval of class action settlements, drafting the
22 motion for preliminary approval, drafting the proposed preliminary approval order, drafting Plaintiff
23 Quenga's declaration in support of preliminary approval, and coordinating the settlement administrator's
24 declaration. Based on my review, I conservatively estimate that Ms. Becket spent 26 hours on this matter.
25 Her reasonable hourly rate based on the widely used Laffey Matrix and her years in practice is \$625 per
26 hour; her lodestar is accordingly \$16,250.00. This estimate is likewise conservative for the same reasons.
27 Ms. Becket was an associate of the firm and was admitted to the California State Bar in 2021. The \$625
28 hourly rate is the reasonable and usual rate for an attorney of her experience as discussed below.

1 25. My approximate hourly rate based on the widely used *Laffey* Matrix and my years in
2 practice is \$1,019. Former counsel Kathleen Becket’s approximate hourly rate based on the widely used
3 *Laffey* Matrix and her years in practice is \$625. Former associate Jessica Flores’ approximate hourly rate
4 based on the widely used *Laffey* Matrix and her years in practice is \$1,019. Counsel Gregory Okada’s
5 approximate hourly rate based on the widely used *Laffey* Matrix and his years in practice is \$508. The
6 *Laffey* Matrix is available at <http://www.laffeymatrix.com/see.html>. Attached as **Exhibit D** is a true and
7 correct copy of the *Laffey* Matrix. California Courts have applied the *Laffey* Matrix with adjustments
8 based on “Locality Pay Tables” accounting for the location of Counsel’s office. *Syers Properties III, Inc.*
9 *v. Rankin* (2014) 226 Cal.App.4th 691, 695-696 [affirming fee award based on *Laffey* Matrix with
10 upward 9% rate adjustment from D.C. area compared to San Francisco Bay Area based on Locality Pay
11 Tables]. My office is located in Los Angeles County. The 2025 Locality Pay Tables available at
12 Office of Personnel Management (OPM) official 2025-LA PDF show +36.47 locality pay for Los
13 Angeles County. I strongly believe that my rate and the rates of the attorneys in my firm reflect
14 the market rate for attorneys with comparable experience, knowledge and skill. As such, the fee
15 requested is both fair and reasonable, especially given the substantial risk of an uncertain outcome
16 in agreeing to prosecute this class action case on a contingency fee basis, taking on the difficulties
17 and delay inherent in such litigation for almost two years, with no guarantee of compensation and
18 necessary costs advanced by my firm. Mr. Okada is an associate of my firm and was admitted to the
19 California State Bar in 2023. Each of the foregoing rates is the reasonable and usual hourly rate charged
20 by that attorney for services of this kind, and each is within the range of rates charged by and judicially
21 awarded to comparable attorneys for comparable work. Although the Locality Pay Tables would support
22 an upward adjustment of 36.47% for Los Angeles County, Class Counsel do not request any locality
23 adjustment and instead seek the unadjusted *Laffey* Matrix rates. My firm has been approved at the
24 applicable *Laffey* rate by numerous California courts.

25 26. My firm has incurred \$16,298.06 in litigation costs and expects to incur at least \$100 in
26 additional costs related to subsequent filings, including this one, and court appearances, for total costs of
27 \$16,398.06 attributable to my firm. A true and correct copy of my firm’s itemized costs to date is attached
28 hereto as **Exhibit E**. Frontier Law Center separately advanced \$3,082.79 in costs. (Starr Decl., ¶ 9, Exh.

1 5.) Class Counsel's total requested costs are therefore \$19,480.85, which is less than the \$25,000.00
2 maximum set forth in the Settlement and disclosed in the Class Notice. My firm's costs summarized by
3 category are: mediation and expert analysis fees, \$11,415.00; forensic accounting fees, \$2,636.00; court
4 filing fees, \$1,453.36; attorney service and electronic filing charges, \$461.70; and court appearance and
5 related court fees, \$332.00. My firm has not sought reimbursement for legal research charges,
6 photocopying, or meals. My firm's request is fair, adequate, and reasonable, as all of these costs are
7 documented and reasonably incurred. The costs that we seek are the types of costs routinely approved by
8 courts.

9 27. Plaintiffs seek Class Representative Service Awards in the amount of \$5,000.00 each for
10 their respective service to the Settlement Class. I believe this Service Award is reasonable given
11 Plaintiffs' efforts in this case and the risks they undertook on behalf of the Settlement Class, including
12 the risk that they could be held liable for Defendant's costs if this case was unsuccessful. Plaintiffs also
13 faced significant risk bringing forth this lawsuit to vindicate the rights of other non-exempt workers in
14 that, as the named plaintiffs, Plaintiffs will continue to face a sustained risk that employers will not hire
15 or rehire them because they previously filed a lawsuit to vindicate the rights of other workers. Plaintiffs
16 were integral in the prosecution of this action, by, among other things, providing substantial factual
17 information and documents to my office, attending multiple telephonic meetings to discuss the claims
18 and theories at issue in the litigation, and otherwise actively participating in the prosecution of their
19 claims. Moreover, they provided wage statements prior to filing the lawsuit, which allowed my office to
20 determine liability early on in this litigation without the need to propound formal discovery which helped
21 this case settle at a relatively early posture. Finally, unlike other Class members, they have committed to
22 a general release.

23 28. My firm entered into a fee-sharing agreement in this case with Abramson Labor Group,
24 who referred this case to Stansbury Brown Law, PC. Under the terms of the agreement, Stansbury Brown
25 Law, PC will receive 75% of any attorneys' fee award, of which Stansbury Brown Law, PC owes the
26 law firm Abramson Labor Group 10%, and Frontier Law Center will receive 25% of any attorneys' fee
27 award. Plaintiff Quenga consented to this fee division in writing on September 13, 2024, and Plaintiff
28 Enriquez consented in writing on September 17, 2024, in accordance with rule 1.5.1 of the California

Rules of Professional Conduct. Plaintiffs' written consent identified each firm by name and the specific allocation among them, and confirmed that the total fee charged would not be increased by reason of the division.

29. My office submitted the proposed Settlement to the Labor and Workforce Development Agency ("LWDA") on February 7, 2026, and co-counsel Frontier Law Center separately submitted the proposed Settlement to the LWDA on February 9, 2026. (Starr Decl., ¶ 8, Exh. 3.) Attached hereto as **Exhibit F** is a true and correct email confirmation of my submission of the Settlement to the LWDA. If the Court grants final approval, Class Counsel will also submit a copy of the Court's Final Order and Judgment to the LWDA as required by statute.

30. Attached hereto as **Exhibit G** is a true and correct copy of the Declaration of Robert Enriquez in support of preliminary approval, previously filed with this Court on February 9, 2026. Attached hereto as **Exhibit H** is a true and correct copy of the Declaration of Jonathan Quenga in support of preliminary approval, previously filed with this Court on February 9, 2026. Each declaration sets forth the work that Plaintiff performed on behalf of the Settlement Class and the approximate time he devoted to this Action.

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

Executed on August 21, 2026, at Venice, California.



Daniel J. Brown

EXHIBIT A

1 STANSBURY BROWN LAW, PC
2 DANIEL J. BROWN (SBN 307604)
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7 FRONTIER LAW CENTER
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Calabasas, CA 91302
Telephone: (818) 914-3433
9 Facsimile: (818) 914-3433

10 Attorneys for Plaintiffs

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SAN BERNARDINO
13

14 JONATHAN QUENGA, as an individual and on
15 behalf of all others similarly situated,

16 Plaintiff,

17 vs.

18 SCORPION SERVICES, INC., a California
19 corporation; and DOES 1 through 100, inclusive.

20 Defendants.
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 12 2026

BY:  Veronica Cruz, Deputy

Case No. CIVSB2417682

[Assigned for all purposes to the Hon.
Wilfred J. Schneider, Jr., Dept. S32]

~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT

Hearing Date: March 12, 2026
Hearing Time: 8:30 a.m.
Hearing Place: Department S32

Complaint Filed: May 28, 2024
Trial Date: Not Yet Assigned

1 The unopposed motion of Plaintiffs Jonathan Quenga and Robert Enriquez ("Plaintiffs")
2 for Preliminary Approval of Class and Representative Action Settlement came on regularly for
3 hearing before this Court on March 12, 2026. The Court, having considered the proposed Class
4 Action and PAGA Settlement Agreement and Class Notice (the "Settlement"), attached as Exhibit
5 1 to the Declaration of Daniel J. Brown filed concurrently herewith ("Brown Decl.") and attached
6 hereto as Exhibit 1; having considered Plaintiffs' Motion for Preliminary Approval of Class
7 Action Settlement, Memorandum of Points and Authorities in support thereof, and supporting
8 declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

9 1. The Court GRANTS preliminary approval of the class action settlement as set
10 forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement
11 that ultimately could be granted approval by the Court at a Final Fairness Hearing. For purposes
12 of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that
13 there is a sufficiently well-defined community of interest among the members of the Settlement
14 Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
15 conditional certification of the following Settlement Class:

16 All non-exempt employees who worked for Defendant Scorpion
17 Services, Inc. at any time during the Class Period. The "Class Period"
 means the period from October 1, 2023 through Preliminary Approval.

18 2. For purposes of the Settlement, the Court designates named Plaintiffs Jonathan
19 Quenga and Robert Enriquez as Class Representatives, and Daniel J. Brown of Stansbury Brown
20 Law, PC and Manny Star and Daniel Ginzburg of Frontier Law Center as Class Counsel.

21 3. The Court designates Apex Class Action LLC, as the third-party Settlement
22 Administrator for mailing notices.

23 4. The Court approves, as to form and content, the class notice entitled "Court
24 Approved Notice of Class Action Settlement and Hearing Date For Final Court Approval" ("Class
25 Notice") attached as Exhibit A to the Settlement, which is attached hereto as Exhibit 1, and
26 attached to the Declaration of Daniel J. Brown as Exhibit 1.

27 5. The Court finds that the form of notice to the Settlement Class regarding the
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1 pendency of the action and of the Settlement, and the methods of giving notice to members of the
2 Settlement Class constitute the best notice practicable under the circumstances, and constitute
3 valid, due, and sufficient notice to all members of the Settlement Class. The form and method of
4 giving notice complies fully with the requirements of California Code of Civil Procedure section
5 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California
6 and United States Constitutions, and other applicable law.

7 6. The Court further approves the procedures for Class Members to opt out of or
8 object to the Settlement, as set forth in the Class Notice. Participating Class Members may send
9 written objections to the Administrator, by fax, email or mail. In the alternative, Participating
10 Class Members may appear in Court (or hire an attorney to appear in Court) to present oral
11 objections at the Final Approval Hearing. A Participating Class Member who elects to send a
12 written objection to the Administrator must do so not later than 60 days after the Administrator's
13 mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice
14 was re-mailed). Non- Participating Class Members have no right to object to any of the class
15 action components of the Settlement. Class Members who wish to exclude themselves (opt-out
16 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
17 Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus
18 an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for
19 Exclusion is a letter from a Class Member or his/her/their representative that reasonably
20 communicates the Class Member's election to be excluded from the Settlement and includes the
21 Class Member's name, address and email address or telephone number. To be valid, a Request
22 for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. However,
23 Class Members who are Aggrieved Employees may not opt-out of the PAGA portion of the
24 Settlement and will receive their PAGA payment regardless of whether they opt-out of the class
25 portion of the Settlement.

26 7. The procedures and requirements for filing objections in connection with the Final
27 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
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1 presentation of any Class Member's objection to the Settlement, in accordance with the due
2 process rights of all Class Members.

3 8. The Court directs the Settlement Administrator to mail the Class Notice to the
4 members of the Settlement Class, in English and Spanish, in accordance with the terms of the
5 Settlement. The Court directs the Settlement Administrator to carry out all duties as required by
6 the Settlement.

7 9. The Class Notice Packet shall provide at least 60 calendar days' notice for Class
8 Members to opt out of, or object to, the Settlement. Any Request for Exclusion or Objection shall
9 be submitted directly to the Settlement Administrator and not filed with the Court. Upon receipt
10 of any Requests for Exclusion or Objections, the Settlement Administrator shall forward copies
11 of all Requests for Exclusion or Objections to counsel for all Parties, with any redactions required
12 by the Settlement Agreement. The Settlement Administrator shall file a declaration concurrently
13 with the filing of the Motion for Final Approval of Class Action Settlement which authenticates
14 a copy of every Request for Exclusion and Objection received by the Settlement Administrator.

15 10. Within 14 days of the Effective Date, defined at paragraph 1.18 of the Settlement,
16 per paragraph 4.3 of the Settlement, Defendant Scorpion Services, Inc. shall deposit the Gross
17 Settlement Amount ("GSA") of Two Hundred Thousand dollars (\$200,000.00) in three
18 installments as follows:

19
20 (1) Within 15 Days of Preliminary Approval ("First Installment Payment"):
\$100,000.00;

21 (2) Within 6 months of the First Installment Payment or within 15 days of Final
Approval ("Second Installment Payment"), whichever is earlier: \$50,000.00; and

22 (3) Within 6 months of the Second Installment Payment ("Third Installment
Payment"): \$50,000.00.

23 11. The Final Fairness Hearing on the question of whether the Settlement should be
24 finally approved as fair, reasonable, and adequate is scheduled in Department S32 of this Court,
25 located at 247 W. Third Street, San Bernardino, CA 92415, [no earlier than July 10, 2026] on
26 Sept. 15, 2026 at 8:30 a.m.

27 12. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement
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1 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether
2 a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiffs'
3 application for reasonable attorneys' fees, reimbursement of litigation expenses, Service
4 Payments to Plaintiffs, and payment to the Labor and Workforce Development Agency
5 ("LWDA") for penalties under the Labor Code Private Attorneys General Act ("PAGA") should
6 be granted.

7 13. Counsel for the Parties shall file memoranda, declarations, or other statements and
8 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation
9 expenses, Plaintiffs' Service Payment, settlement administration costs, and payment to the
10 LWDA for PAGA penalties prior to the Final Fairness Hearing according to the time limits set
11 by the Code of Civil Procedure and the California Rules of Court.

12 14. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator no later than approximately fifteen (15) days after preliminary approval:	
Settlement Administrator to mail Class Notice, Request for Exclusion and Objection Form to Class Members no later than fourteen (14) days after receiving class data:	
Deadline for Settlement Class members to request exclusion from, or object to, the Settlement sixty (60) days after mailing:	
Deadline for Plaintiffs to file Motion for Final Approval of Class Action Settlement:	At Least Sixteen (16) Court Days Prior to Final Fairness Hearing
Final Fairness Hearing [no earlier than July 10, 2026]:	9/15, 2026 8:30a-D-32

15. Pending the Final Fairness Hearing, all proceedings in this action, other than
proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
Order, are stayed.

16. Counsel for the Parties are hereby authorized to utilize all reasonable procedures
in connection with the administration of the Settlement which are not materially inconsistent with
either this Order or the terms of the Settlement.

1 **IT IS SO ORDERED.**

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Dated: 3/12, 2026

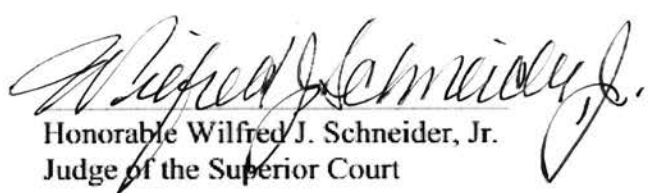

Honorable Wilfred J. Schneider, Jr.
Judge of the Superior Court

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Jonathan Quenga (“Plaintiff Quenga”) & Robert Enriquez (“Plaintiff Enriquez”) (collectively “Plaintiffs”) and defendant Scorpion Services, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the lawsuit alleging wage and hour violations against Defendant captioned CIV-SB-2417682 (“Quenga Lawsuit”) initiated on May 28, 2024, and pending in Superior Court of the State of California, County of San Bernardino and for which Plaintiff Enriquez was subsequently added as a named plaintiff.
- 1.2 “Administrator” means Apex Class Action LLC, 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 all non-exempt employees who worked for Defendant at any time during the PAGA Period (as defined below).
- 1.5 “Class” means all non-exempt employees who worked for Defendant at any time during the Class Period (as defined below).
- 1.6 “Class Counsel” means Daniel J. Brown, Esq. of Stansbury Brown Law, PC & Manny Starr, Esq. and Daniel Ginzburg, Esq. of Frontier Law Center.
- 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 copy certified-translated to Spanish by the Administrator, in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means October 1, 2023 through Preliminary Approval, or to an earlier date based on Section 8 below.
- 1.13 “Class Representatives” means the named Plaintiffs in the second amended class and representative action complaint (“SAC”) in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payments” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of San Bernardino.
- 1.16 “Defendant” means named Defendant Scorpion Services, Inc.
- 1.17 “Defense Counsel” means Jaimee K. Wellerstein, Esq., of Bradley, Gmelich & Wellerstein LLP.
- 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 \$200,000.00, which is the total amount

Defendant agrees to pay under the Settlement except as provided in Paragraphs 8 and 9 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 Pay Periods 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, subdivision (i).
- 1.27 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (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" herein shall mean the same time frame as the Class Period.
- 1.32 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.33 "PAGA Notice" means collectively Plaintiff Jonathan Quenga's May 28, 2024 letter and Plaintiff Enriquez's March 5, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (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 (\$2,500.00) and the 75% to LWDA (\$7,500.00) 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 “Plaintiffs” means Jonathan Quenga & Robert Enriquez, the named plaintiffs 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 Defendant and each of its former and present directors, officers, shareholders, owners, including but not limited to Moti Shapira, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 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, her, or their 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 when the Response Deadline expires.
- 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 May 28, 2024, Plaintiff Quenga commenced this Action by filing a Complaint alleging causes of action against Defendant for: 1. Minimum Wage Violations; 2. Failure to Pay All Overtime Wages; 3. Meal Period Violations; 4. Rest Period Violations; 5. Waiting Time Penalties; 6. Wage Statement Violations; 7. Unfair Competition; and 8. Failure to Reimburse Necessary Business Expenses. On August 5, 2024, Plaintiff Quenga filed a First Amended Complaint, alleging all causes of action against Defendant that were alleged in the May 28, 2024 Complaint and adding a ninth cause of action for Civil

Penalties Under PAGA. On May 15, 2024, Plaintiff Enriquez commenced a separate action by filing a Complaint on an individual basis alleging causes of action against Defendant for: 1. Failure to Provide Compliant Meal Periods; 2. Failure to Provide Compliant Rest Periods; 3. Failure to pay for All Hours Worked; 4. Failure to Pay All Overtime Owed; 5. Wage Statement Penalties; 6. Waiting Time Penalties; 7. Violations of Unfair Competition Law, and; (8) a representative claim for civil penalties under the PAGA. On November 17, 2025, the Court granted the Parties' stipulation to add Plaintiff Enriquez as a named plaintiff in this matter, and Plaintiffs filed the SAC on November 20, 2025.

- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendant and the LWDA by respectively sending PAGA Notices.
- 2.3 On June 4, 2025, the Parties participated in an all-day mediation presided over by well-respected wage & hour mediator Ms. Nikki Tolt, Esq., which ultimately led to this Agreement to settle the Action.
- 2.4 Prior to mediation, Plaintiffs obtained, through formal discovery: a sampled set of time records and pay statements for the full Class Period for Class Members; Defendant's governing written policies; additional information regarding Defendant's timekeeping and pay practices; and relevant employee count, workweek, and pay period queries. 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 there is a related PAGA only action filed on January 10, 2025, the claims of which will be affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraphs 8 and 9 below, Defendant promises to pay \$200,000.00 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 Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$7,500.00 each to Plaintiff Quenga and Plaintiff Enriquez, respectively (\$15,000.00 total) (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 Plaintiffs' request for Class Representative Service Payments that do 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. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent of the Gross Settlement Amount, which is currently estimated to be \$70,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs 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 Plaintiffs' Counsel arising from any claim to any portion of the 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 \$9,490.00 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 \$9,490.00, 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 and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payment. 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 \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) 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 (\$2,500.00) 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 and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 500 Class Members who collectively worked a total of 13,333 Workweeks, and approximately 500 Aggrieved Employees who worked a total of approximately 11,750 PAGA Pay Periods. Based on these numbers, the Parties anticipate that each Class Workweek will be valued at \$15 from approximately October 1, 2023 through the end of the Class Period.

- 4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will 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 fund the Gross Settlement Amount in three (3) installments which the Settlement Administrator shall place in a Qualified Settlement Account established by the Settlement Administrator for this purpose as follows:
- (1) Within 15 Days of Preliminary Approval ("First Installment Payment"): \$100,000.00
 - (2) Within 6 months of the First Installment Payment or within 15 days of Final Approval ("Second Installment Payment"), whichever is earlier: \$50,000.00; and
 - (3) Within 6 months of the Second Installment Payment ("Third Installment Payment"): \$50,000.00.
- 4.4 Payments from the Gross Settlement Amount. The Settlement Administrator shall disburse Plaintiffs' representative Service Payments, Class Counsel's litigation costs and expenses, Class Counsel's attorneys' fees, Settlement Administrator expenses, and all other payments called for by this Settlement Agreement within forty (40) calendar days of Final Approval.
- 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 United States Postal Service ("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 501(c)(3) non-profit San Bernardino Community Service Center, Inc. for the purpose of providing immigration services to Class Members and other individuals in San Bernardino County.

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, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Releases. Plaintiffs and their 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, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Second Amended Class and Representative Action Complaint ("SAC"); (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the SAC and Plaintiffs' PAGA Notices; and (c) any and all claims arising from Plaintiffs' employment with Defendant or candidacy for or discharge therefrom ("Plaintiffs' Releases"), including but not limited to claims for Defendant's alleged failures to: (a) pay all minimum wages; (b) pay overtime wages; (c) provide accurate and itemized wage statements; (d) provide meal periods; (e) provide rest periods; (f) pay all wages due upon separation of employment; (g) provide safe working conditions; (h) comply with California Business & Professions code section 17200, et. seq; and (i) comply with the Private Attorney General Act, California Labor Code sections 2698-2699. Plaintiffs' Releases do 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. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Releases, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the 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 Release by Participating Class Members:

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 in the Class Period based on the facts stated in the SAC and ascertained in the course of the Action, including but not limited to claims for Defendant's alleged failures to: (a) pay all minimum wages; (b) pay overtime wages; (c) provide accurate and itemized wage statements; (d) provide meal periods; (e) provide rest periods; (f) pay all wages due upon separation of employment; (g) provide safe working conditions; (h) comply with California Business & Professions code section 17200, et. seq; and (i) comply with the Private Attorney General Act, California Labor Code sections 2698-2699. 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 Release by Participating and Non-Participating Class Members Who Are Aggrieved Employees: All Participating Class Members who are Aggrieved Employees 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, during the PAGA Period based on the facts stated in the SAC and the PAGA Notice, including but not limited to claims for Defendant's alleged failures to: (a) pay all minimum wages; (b) pay overtime wages; (c) provide accurate and itemized wage statements; (d) provide meal periods; (e) provide rest periods; (f) pay all wages due upon separation of employment; (g) provide safe working conditions; (h) comply with California Business &

Professions code section 17200, et. seq; and (i) comply with the Private Attorney General Act, California Labor Code sections 2698-2699.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiffs agree to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals, if one exists.

6.1 Plaintiffs' Responsibilities. Plaintiffs 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, subdivision (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; SAC 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) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), SAC (Lab. Code, § 2699, subd. (l)(1)), and this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

6.2 Responsibilities of Counsel. Class Counsel is responsible for finalizing and filing the Motion for Preliminary Approval, 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.

6.3 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 nonmaterial 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. The Parties are not obligated to agree to a material change to this Agreement if the Court conditions approval on a material change to this Agreement, and in the event the Parties do not agree to a material change to obtain approval, this Agreement shall be deemed void *ab initio*. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material change to the Agreement within the meaning of this paragraph.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC 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 to 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 1.468B-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 USPS mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The Administrator shall perform a certified translation of the Class Notice to Spanish. 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, whichever 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 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their 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. 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 Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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 5.3 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. 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. The Administrator'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. 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 on the challenges.
- 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 oral 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 provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator's Declaration. Not later than 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 an attached 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. **WORKWEEK ESTIMATE AND ESCALATOR CLAUSE.** This Settlement Agreement is based on an estimated total of 13,333 Workweeks for the Class Period, which spans from October 1, 2023 through Preliminary Approval. If the actual number of Workweeks for the Class Period exceeds 14,000 (representing an increase of 667, or 5%, over the 13,333 estimate), then Defendant may elect to either: (a) increase the Gross Settlement Amount on a pro-rata basis equal to the increase in the number of Workweeks (e.g., if the actual number Workweeks is 25% greater than 13,333, Defendant will increase the Gross Settlement Amount by 25%); or (b) alternatively, end the Class Period prior to Preliminary Approval and as of the date the number of total workweeks reaches, but does not exceed, 13,333 Workweeks. Because the amount of \$10,000 allocated to PAGA Penalties is based on a reasonable compromise under Labor Code section 2699(l)(2), there shall be no adjustment to the LWDA PAGA Payment or Individual PAGA Payments.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% 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, subdivision (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 nonmaterial change to the Settlement, 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 Parties are not obligated to agree to a material change to this Agreement if the Court conditions approval on a material change to this Agreement, and in the event the Parties do not agree to a material change to obtain approval, this Agreement shall be deemed void *ab initio*. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material change 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 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 may nevertheless work together in good faith to address the appellate court's concerns and obtain Final Approval and entry of Judgment. If opting to do, the Parties will share, 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 SAC have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs 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 the 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. Plaintiffs, 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. Plaintiffs, 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, with any 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 Plaintiffs 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 (except for material changes), 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 Plaintiffs, 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 the 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 Evidence Code section 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 California Rules of Court rule. 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, Plaintiffs 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 destruction, 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 Plaintiffs:

Daniel J. Brown, Esq.
STANSBURY BROWN LAW, PC
2610 ½ Abbot Kinney Blvd.
Venice, CA 90291
Tel.: (323) 204.3124
Email: dbrown@stansburybrownlaw.com
assistant@stansburybrownlaw.com

Manny Starr, Esq.
Daniel Ginzburg, Esq.
FRONTIER LAW CENTER
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
Tel.: (818) 914-3433
Email: manny@frontierlawcenter.com

dan@frontierlawcenter.com

To Defendant:

Jaimee K. Wellerstein, Esq.
Bradley, Gmelich & Wellerstein LLP
700 North Brand Boulevard, 10th Floor
Glendale, CA 91203
Tel.: (818) 243.5200
Email: jwellerstein@bgwlawyers.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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.
- 12.20 Financial Hardship Declaration. Parties acknowledge and agree that the payment timeline of Gross Settlement Amount has only been agreed to based on the financial condition of Defendant, who will be solely and exclusively responsible for payment of the Gross Settlement Amount. Plaintiffs' motion for approval will represent to the Court that was a factor in the negotiation of the terms of settlement.

[signatures on following page]

PLAINTIFF JONATHAN QUENGA

Dated: 12/30/2026

Signed by: 
Jonathan Quenga

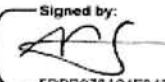
PLAINTIFF ROBERT ENRIQUEZ

Dated: _____

Robert Enriquez

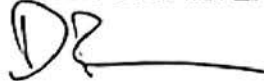
DEFENDANT SCORPION SERVICES, INC.

Dated: 1/8/2026

Signed by: 
By: Moti Shapira
Its: President

STANSBURY BROWN LAW, PC

Dated: 1/7/26


Daniel J. Brown
Attorneys for Plaintiff Quenga

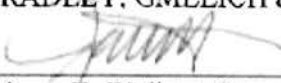
FRONTIER LAW CENTER

Dated: _____

Manny Starr
Daniel Ginzburg
Attorneys for Plaintiff Enriquez

BRADLEY, GMELICH & WELLERSTEIN LLP

Dated: January 8, 2026


Jaimee K. Wellerstein
Attorneys for Defendant

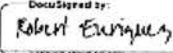
Dated: 12/30/2026

Signed by:

Jonathan Quenga

PLAINTIFF ROBERT ENRIQUEZ

Dated: 1/7/2026

DocuSigned by:

Robert Enriquez

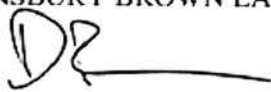
DEFENDANT SCORPION SERVICES, INC.

Dated:

By:
Its:

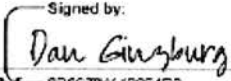
STANSBURY BROWN LAW, PC

Dated: 1/7/26


Daniel J. Brown
Attorneys for Plaintiff Quenga

FRONTIER LAW CENTER

Dated: 1/7/2026

Signed by:

Daniel Ginzburg
Attorneys for Plaintiff Enriquez

BRADLEY, GMELICH & WELLERSTEIN LLP

Dated:

Jaimee K. Wellerstein
Attorneys for Defendant

EXHIBIT A

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

Jonathan Quenga & Robert Enriquez v. Scorpion Services, Inc.
San Bernardino County Superior Court Case No. CIV-SB-2417682

***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 Scorpion Services, Inc. ("SSI") for alleged wage and hour violations. The Action was filed by former SSI employees, Jonathan Quenga & Robert Enriquez ("Plaintiffs") and seeks payment of (1) back wages, penalties, and interest for employment-related wage claims for a class of hourly employees ("Class Members") who worked for SSI during the Class Period (____); and (2) civil penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for SSI during the PAGA Period (____) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring SSI to fund Individual Class Payments, and (2) a PAGA Settlement requiring SSI to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on SSI'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 SSI'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 SSI's records showing that **you worked <<____>> workweeks** during the Class Period and **you worked <<____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods 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 don't 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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires SSI to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against SSI.

If you worked for SSI 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 SSI.
- (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 SSI, 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.

SSI 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 SSI 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. SSI 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) depends 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 of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to SSI'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?

Plaintiffs are former SSI employees. The Action accuses SSI of violating California labor laws by failing to pay minimum, overtime, and final wages and failing to provide meal periods, rest breaks, reimbursements, and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for unfair competition and a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action:

Daniel J. Brown, Esq.
STANSBURY BROWN LAW, PC
2610 ½ Abbot Kinney Blvd.
Venice, CA 90291
Tel.: (323) 204.3124
Email: dbrown@stansburybrownlaw.com
assistant@stansburybrownlaw.com

Manny Starr, Esq.
Daniel Ginzburg, Esq.
FRONTIER LAW CENTER
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
Tel.: (818) 914-3433
Email: manny@frontierlawcenter.com
dan@frontierlawcenter.com

("Class Counsel.")

SSI 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 SSI or Plaintiffs are correct on the merits. In the meantime, Plaintiff and SSI hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to 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, Plaintiffs and SSI 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, SSI does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) SSI 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. SSI Will Pay \$200,000.00 as the Gross Settlement Amount (Gross Settlement). SSI 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 Payments, Class Counsel's attorneys' 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, SSI will fully fund the Gross Settlement approximately 12 months 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 \$70,000.00 [thirty-five percent of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 to each Plaintiff as Class Representative Awards for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than

Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

C. Up to \$9,490.00 to the Administrator for services administering the Settlement.

D. Up to \$10,000.00 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. Plaintiffs and SSI are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. SSI will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as 100% 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 Plaintiffs and SSI 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 501(c)(3) non-profit San Bernardino Community Service Center, Inc. for the purpose of providing immigration services to Class Members and other individuals in San Bernardino County.
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/their 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 SSI.

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 SSI in the PAGA Period based on the 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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and SSI have agreed that, in either case, the Settlement will be void: SSI will not pay any money and Class Members will not release any claims against SSI.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (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 SSI 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 SSI 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 in the Class Period based on the facts stated in the SAC 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.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and SSI has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims arising from the PAGA Period against SSI, 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 SSI or its related entities for the PAGA Period based on the 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 Class Members who are Aggrieved Employees 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, during the PAGA Period based on the facts stated in the SAC and the PAGA Notice.

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 \$2,500.00 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 SSI'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 SSI's calculation of Workweeks and/or Pay Periods based on SSI'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 resolve 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 SSI's Counsel. The Administrator'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 Jonathan Quenga v. Scorpion Services, Inc., San Bernardino Superior Court Case No. CIV-SB-2417682, 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 SSI are asking the Court to approve. At least << ____ >> 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)____>> or the Court's website <https://cap.sb-court.org/search>.

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 as Jonathan Quenga v. Scorpion Services, Inc., San Bernardino Superior Court Case No. CIV-SB-2417682 and include your name, current address, telephone number and approximate dates of employment for SSI 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 S-32 of the San Bernardino Superior Court, located at 247 W. Third Street, San Bernardino, CA 92415. 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 comment 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 Zoom. 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 at <<_____>> 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 SSI 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.cap.sb-court.org/search>) and entering the Case Number for the Action, Case No. CIV-SB-2417682. You can also make an appointment to personally review court documents in the Clerk's Office at the San Bernardino Courthouse by calling (909) 708-8678.

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

Daniel J. Brown, Esq.
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Venice, CA 90291
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Email: dbrown@stansburybrownlaw.com
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Manny Starr, Esq.
Daniel Ginzburg, Esq.
FRONTIER LAW CENTER
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
Tel.: (818) 914-3433
Email: manny@frontierlawcenter.com
dan@frontierlawcenter.com

Settlement Administrator:
Name of Company: Apex Class Action LLC

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.

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 B

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Jonathan Quenga (“Plaintiff Quenga”) & Robert Enriquez (“Plaintiff Enriquez”) (collectively “Plaintiffs”) and defendant Scorpion Services, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the lawsuit alleging wage and hour violations against Defendant captioned CIV-SB-2417682 (“Quenga Lawsuit”) initiated on May 28, 2024, and pending in Superior Court of the State of California, County of San Bernardino and for which Plaintiff Enriquez was subsequently added as a named plaintiff.
- 1.2 “Administrator” means Apex Class Action LLC, 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 all non-exempt employees who worked for Defendant at any time during the PAGA Period (as defined below).
- 1.5 “Class” means all non-exempt employees who worked for Defendant at any time during the Class Period (as defined below).
- 1.6 “Class Counsel” means Daniel J. Brown, Esq. of Stansbury Brown Law, PC & Manny Starr, Esq. and Daniel Ginzburg, Esq. of Frontier Law Center.
- 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 copy certified-translated to Spanish by the Administrator, in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means October 1, 2023 through Preliminary Approval, or to an earlier date based on Section 8 below.
- 1.13 “Class Representatives” means the named Plaintiffs in the second amended class and representative action complaint (“SAC”) in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payments” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of San Bernardino.
- 1.16 “Defendant” means named Defendant Scorpion Services, Inc.
- 1.17 “Defense Counsel” means Jaimee K. Wellerstein, Esq., of Bradley, Gmelich & Wellerstein LLP.
- 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 \$200,000.00, which is the total amount

Defendant agrees to pay under the Settlement except as provided in Paragraphs 8 and 9 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 Pay Periods 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, subdivision (i).
- 1.27 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (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" herein shall mean the same time frame as the Class Period.
- 1.32 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.33 "PAGA Notice" means collectively Plaintiff Jonathan Quenga's May 28, 2024 letter and Plaintiff Enriquez's March 5, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (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 (\$2,500.00) and the 75% to LWDA (\$7,500.00) 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 “Plaintiffs” means Jonathan Quenga & Robert Enriquez, the named plaintiffs 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 Defendant and each of its former and present directors, officers, shareholders, owners, including but not limited to Moti Shapira, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 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, her, or their 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 when the Response Deadline expires.
- 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 May 28, 2024, Plaintiff Quenga commenced this Action by filing a Complaint alleging causes of action against Defendant for: 1. Minimum Wage Violations; 2. Failure to Pay All Overtime Wages; 3. Meal Period Violations; 4. Rest Period Violations; 5. Waiting Time Penalties; 6. Wage Statement Violations; 7. Unfair Competition; and 8. Failure to Reimburse Necessary Business Expenses. On August 5, 2024, Plaintiff Quenga filed a First Amended Complaint, alleging all causes of action against Defendant that were alleged in the May 28, 2024 Complaint and adding a ninth cause of action for Civil

Penalties Under PAGA. On May 15, 2024, Plaintiff Enriquez commenced a separate action by filing a Complaint on an individual basis alleging causes of action against Defendant for: 1. Failure to Provide Compliant Meal Periods; 2. Failure to Provide Compliant Rest Periods; 3. Failure to pay for All Hours Worked; 4. Failure to Pay All Overtime Owed; 5. Wage Statement Penalties; 6. Waiting Time Penalties; 7. Violations of Unfair Competition Law, and; (8) a representative claim for civil penalties under the PAGA. On November 17, 2025, the Court granted the Parties' stipulation to add Plaintiff Enriquez as a named plaintiff in this matter, and Plaintiffs filed the SAC on November 20, 2025.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendant and the LWDA by respectively sending PAGA Notices.

2.3 On June 4, 2025, the Parties participated in an all-day mediation presided over by well-respected wage & hour mediator Ms. Nikki Tolt, Esq., which ultimately led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiffs obtained, through formal discovery: a sampled set of time records and pay statements for the full Class Period for Class Members; Defendant's governing written policies; additional information regarding Defendant's timekeeping and pay practices; and relevant employee count, workweek, and pay period queries. 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 there is a related PAGA only action filed on January 10, 2025, the claims of which will be affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraphs 8 and 9 below, Defendant promises to pay \$200,000.00 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 Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$7,500.00 each to Plaintiff Quenga and Plaintiff Enriquez, respectively (\$15,000.00 total) (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 Plaintiffs' request for Class Representative Service Payments that do 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. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent of the Gross Settlement Amount, which is currently estimated to be \$70,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs 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 Plaintiffs' Counsel arising from any claim to any portion of the 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 \$9,490.00 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 \$9,490.00, 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 and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payment. 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 \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) 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 (\$2,500.00) 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.

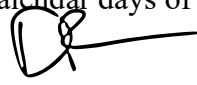
4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 500 Class Members who collectively worked a total of 13,333 Workweeks, and approximately 500 Aggrieved Employees who worked a total of approximately 11,750 PAGA Pay Periods. Based on these numbers, the Parties anticipate that each Class Workweek will be valued at \$15 from approximately October 1, 2023 through the end of the Class Period.

4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will 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 fund the Gross Settlement Amount in three (3) installments which the Settlement Administrator shall place in a Qualified Settlement Account established by the Settlement Administrator for this purpose as follows:

- (1) Within 15 Days of Preliminary Approval ("First Installment Payment"): \$100,000.00
- (2) Within 6 months of the First Installment Payment or within 15 days of Final Approval ("Second Installment Payment"), whichever is earlier: \$50,000.00; and
- (3) Within 6 months of the Second Installment Payment ("Third Installment Payment"): \$50,000.00.

4.4 Payments from the Gross Settlement Amount. The Settlement Administrator shall disburse Plaintiffs' representative Service Payments, Class Counsel's litigation costs and expenses, Class Counsel's attorneys' fees, Settlement Administrator expenses, and all other payments called for by this Settlement Agreement within forty (40) calendar days of ~~Final Approval~~. **of the settlement being fully funded per paragraph 4.3.** 

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 United States Postal Service (“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 501(c)(3) non-profit San Bernardino Community Service Center, Inc. for the purpose of providing immigration services to Class Members and other individuals in San Bernardino County.

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, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs’ Releases. Plaintiffs and their 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, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Second Amended Class and Representative Action Complaint (“SAC”); (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the SAC and Plaintiffs’ PAGA Notices; and (c) any and all claims arising from Plaintiffs’ employment with Defendant or candidacy for or discharge therefrom (“Plaintiffs’ Releases”), including but not limited to claims for Defendant’s alleged failures to: (a) pay all minimum wages; (b) pay overtime wages; (c) provide accurate and itemized wage statements; (d) provide meal periods; (e) provide rest periods; (f) pay all wages due upon separation of employment; (g) provide safe working conditions; (h) comply with California Business & Professions code section 17200, et. seq; and (i) comply with the Private Attorney General Act, California Labor Code sections 2698-2699. Plaintiffs’ Releases do 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. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Releases, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the 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 Release by Participating Class Members:

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 in the Class Period based on the facts stated in the SAC and ascertained in the course of the Action, including but not limited to claims for Defendant's alleged failures to: (a) pay all minimum wages; (b) pay overtime wages; (c) provide accurate and itemized wage statements; (d) provide meal periods; (e) provide rest periods; (f) pay all wages due upon separation of employment; (g) provide safe working conditions; (h) comply with California Business & Professions code section 17200, et. seq; and (i) comply with the Private Attorney General Act, California Labor Code sections 2698-2699. 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 Release by Participating and Non-Participating Class Members Who Are Aggrieved Employees: All Participating Class Members who are Aggrieved Employees 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, during the PAGA Period based on the facts stated in the SAC and the PAGA Notice, including but not limited to claims for Defendant's alleged failures to: (a) pay all minimum wages; (b) pay overtime wages; (c) provide accurate and itemized wage statements; (d) provide meal periods; (e) provide rest periods; (f) pay all wages due upon separation of employment; (g) provide safe working conditions; (h) comply with California Business &

Professions code section 17200, et. seq; and (i) comply with the Private Attorney General Act, California Labor Code sections 2698-2699.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiffs agree to prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals, if one exists.

6.1 Plaintiffs’ Responsibilities. Plaintiffs 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, subdivision (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; SAC 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) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), SAC (Lab. Code, § 2699, subd. (l)(1)), and this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

6.2 Responsibilities of Counsel. Class Counsel is responsible for finalizing and filing the Motion for Preliminary Approval, 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.

6.3 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 nonmaterial 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. The Parties are not obligated to agree to a material change to this Agreement if the Court conditions approval on a material change to this Agreement, and in the event the Parties do not agree to a material change to obtain approval, this Agreement shall be deemed void *ab initio*. The Court’s decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material change to the Agreement within the meaning of this paragraph.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC 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 to 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 1.468B-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 USPS mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The Administrator shall perform a certified translation of the Class Notice to Spanish. 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, whichever 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 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their 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. 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 Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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 5.3 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. 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. The Administrator'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. 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 on the challenges.

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 oral 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 provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than 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 an attached 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. **WORKWEEK ESTIMATE AND ESCALATOR CLAUSE.** This Settlement Agreement is based on an estimated total of 13,333 Workweeks for the Class Period, which spans from October 1, 2023 through Preliminary Approval. If the actual number of Workweeks for the Class Period exceeds 14,000 (representing an increase of 667, or 5%, over the 13,333 estimate), then Defendant may elect to either: (a) increase the Gross Settlement Amount on a pro-rata basis equal to the increase in the number of Workweeks (e.g., if the actual number Workweeks is 25% greater than 13,333, Defendant will increase the Gross Settlement Amount by 25%); or (b) alternatively, end the Class Period prior to Preliminary Approval and as of the date the number of total workweeks reaches, but does not exceed, 13,333 Workweeks. Because the amount of \$10,000 allocated to PAGA Penalties is based on a reasonable compromise under Labor Code section 2699(l)(2), there shall be no adjustment to the LWDA PAGA Payment or Individual PAGA Payments.
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% 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, subdivision (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 nonmaterial change to the Settlement, 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 Parties are not obligated to agree to a material change to this Agreement if the Court conditions approval on a material change to this Agreement, and in the event the Parties do not agree to a material change to obtain approval, this Agreement shall be deemed void *ab initio*. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material change 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 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 may nevertheless work together in good faith to address the appellate court's concerns and obtain Final Approval and entry of Judgment. If opting to do, the Parties will share, 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 SAC have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs 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 the 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. Plaintiffs, 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. Plaintiffs, 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, with any 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 Plaintiffs 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 (except for material changes), 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 Plaintiffs, 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 the 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 Evidence Code section 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 California Rules of Court rule. 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, Plaintiffs 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 destruction, 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 Plaintiffs:

Daniel J. Brown, Esq.
STANSBURY BROWN LAW, PC
2610 ½ Abbot Kinney Blvd.
Venice, CA 90291
Tel.: (323) 204.3124
Email: dbrown@stansburybrownlaw.com
assistant@stansburybrownlaw.com

Manny Starr, Esq.
Daniel Ginzburg, Esq.
FRONTIER LAW CENTER
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
Tel.: (818) 914-3433
Email: manny@frontierlawcenter.com

dan@frontierlawcenter.com

To Defendant:

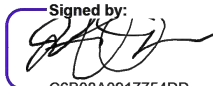
Jaimee K. Wellerstein, Esq.
Bradley, Gmelich & Wellerstein LLP
700 North Brand Boulevard, 10th Floor
Glendale, CA 91203
Tel.: (818) 243.5200
Email: jwellerstein@bgwlawyers.com

- 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.
- 12.20 Financial Hardship Declaration. Parties acknowledge and agree that the payment timeline of Gross Settlement Amount has only been agreed to based on the financial condition of Defendant, who will be solely and exclusively responsible for payment of the Gross Settlement Amount. Plaintiffs' motion for approval will represent to the Court that was a factor in the negotiation of the terms of settlement.

[signatures on following page]

PLAINTIFF JONATHAN QUENGA

~~12/30/2026~~
Dated: 12/30/2025

Signed by:

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Jonathan Quenga

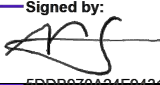
PLAINTIFF ROBERT ENRIQUEZ

Dated: _____

Robert Enriquez

DEFENDANT SCORPION SERVICES, INC.

Dated: 1/8/2026

Signed by:

5DBB978A24F9431...
By: Moti Shapira
Its: President

STANSBURY BROWN LAW, PC

Dated: 1/7/26


Daniel J. Brown
Attorneys for Plaintiff Quenga

FRONTIER LAW CENTER

Dated: _____

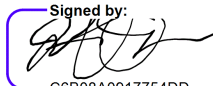
Manny Starr
Daniel Ginzburg
Attorneys for Plaintiff Enriquez

BRADLEY, GMELICH & WELLERSTEIN LLP

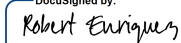
Dated: January 8, 2026


Jaimee K. Wellerstein
Attorneys for Defendant

Dated: 12/30/2026 _____

Signed by:

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Jonathan Quenga

Dated: 1/7/2026 _____

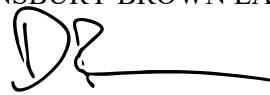
PLAINTIFF ROBERT ENRIQUEZ
DocuSigned by:

455C34EB28F47B...
Robert Enriquez

DEFENDANT SCORPION SERVICES, INC.

Dated: _____

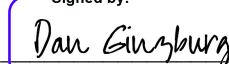
By: _____
Its: _____

Dated: 1/7/26 _____

STANSBURY BROWN LAW, PC

Daniel J. Brown
Attorneys for Plaintiff Quenga

FRONTIER LAW CENTER

Dated: 1/7/2026 _____

Signed by:

8D602B4113994D2...
Manny Staff
Daniel Ginzburg
Attorneys for Plaintiff Enriquez

BRADLEY, GMELICH & WELLERSTEIN LLP

Dated: _____

Jaimee K. Wellerstein
Attorneys for Defendant

EXHIBIT A

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

Jonathan Quenga & Robert Enriquez v. Scorpion Services, Inc.
San Bernardino County Superior Court Case No. CIV-SB-2417682

***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 Scorpion Services, Inc. (“SSI”) for alleged wage and hour violations. The Action was filed by former SSI employees, Jonathan Quenga & Robert Enriquez (“Plaintiffs”) and seeks payment of (1) back wages, penalties, and interest for employment-related wage claims for a class of hourly employees (“Class Members”) who worked for SSI during the Class Period ([REDACTED]); and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for SSI during the PAGA Period ([REDACTED]) (“Aggrieved Employees”).

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

Based on SSI’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$ [REDACTED]>> (less withholding) and your Individual PAGA Payment is estimated to be <<\$ [REDACTED]>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to SSI’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 SSI’s records showing that **you worked << [REDACTED]>> workweeks** during the Class Period and **you worked << [REDACTED]>> pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods 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 don’t 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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires SSI to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against SSI.

If you worked for SSI 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 SSI.

(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 SSI, 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.

SSI 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 SSI 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. SSI 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) depends 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 of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to SSI'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?

Plaintiffs are former SSI employees. The Action accuses SSI of violating California labor laws by failing to pay minimum, overtime, and final wages and failing to provide meal periods, rest breaks, reimbursements, and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for unfair competition and a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action:

Daniel J. Brown, Esq.
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Tel.: (323) 204.3124
Email: dbrown@stansburybrownlaw.com
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Manny Starr, Esq.
Daniel Ginzburg, Esq.
FRONTIER LAW CENTER
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
Tel.: (818) 914-3433
Email: manny@frontierlawcenter.com
dan@frontierlawcenter.com

("Class Counsel.")

SSI 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 SSI or Plaintiffs are correct on the merits. In the meantime, Plaintiff and SSI hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to 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, Plaintiffs and SSI 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, SSI does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) SSI 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. SSI Will Pay \$200,000.00 as the Gross Settlement Amount (Gross Settlement). SSI 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 Payments, Class Counsel’s attorneys’ 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, SSI will fully fund the Gross Settlement approximately 12 months 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 \$70,000.00 [thirty-five percent of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 to each Plaintiff as Class Representative Awards for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than

Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

C. Up to \$9,490.00 to the Administrator for services administering the Settlement.

D. Up to \$10,000.00 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. Plaintiffs and SSI are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. SSI will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as 100% 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 Plaintiffs and SSI 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 501(c)(3) non-profit San Bernardino Community Service Center, Inc. for the purpose of providing immigration services to Class Members and other individuals in San Bernardino County.
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/their 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 SSI.

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 SSI in the PAGA Period based on the 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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and SSI have agreed that, in either case, the Settlement will be void: SSI will not pay any money and Class Members will not release any claims against SSI.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (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 SSI 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 SSI 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 in the Class Period based on the facts stated in the SAC 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.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and SSI has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims arising from the PAGA Period against SSI, 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 SSI or its related entities for the PAGA Period based on the 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 Class Members who are Aggrieved Employees 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, during the PAGA Period based on the facts stated in the SAC and the PAGA Notice.

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 \$2,500.00 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 SSI'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 SSI's calculation of Workweeks and/or Pay Periods based on SSI'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 resolve 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 SSI's Counsel. The Administrator'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 Jonathan Quenga v. Scorpion Services, Inc., San Bernardino Superior Court Case No. CIV-SB-2417682, 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 SSI are asking the Court to approve. At least << >> 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) >> or the Court's website <https://cap.sb-court.org/search>.

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 as Jonathan Quenga v. Scorpion Services, Inc., San Bernardino Superior Court Case No. CIV-SB-2417682 and include your name, current address, telephone number and approximate dates of employment for SSI 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 S-32 of the San Bernardino Superior Court, located at 247 W. Third Street, San Bernardino, CA 92415. 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 comment 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 Zoom. 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 at << >> 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 SSI 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.cap.sb-court.org/search>) and entering the Case Number for the Action, Case No. CIV-SB-2417682. You can also make an appointment to personally review court documents in the Clerk's Office at the San Bernardino Courthouse by calling (909) 708-8678.

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

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dan@frontierlawcenter.com

Settlement Administrator:
Name of Company: Apex Class Action LLC

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.

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

CASE	DATE	TIME	ACTIVITY
Quenga v. Scorpion Services, Inc.	12-12-23	0.8	Reviewed referral file and client employment documents; evaluated potential claims; correspondence with referring firm
Daniel J. Brown Timesheet	12-15-23	0.5	Reviewed intake notes and documents; case evaluation; correspondence with referring firm
	12-20-23	0.6	Reviewed executed retainer agreement and fee-division disclosure; opened case file; directed collection of client employment records
	04-03-24	0.2	Correspondence with referring firm re case status
	05-17-24	1.4	Reviewed and revised draft class action complaint; directed preparation of LWDA notice letter
	05-20-24	0.5	Reviewed draft LWDA notice letter
	05-27-24	0.6	Pre-filing analysis; internal conference re filing
	05-28-24	1.3	Finalized and submitted PAGA notice to LWDA; certified mail service on employer; finalized and filed Complaint
	06-01-24	0.3	Reviewed filing acceptance; transmitted filed Complaint to referring firm
	06-13-24	0.3	Arranged service of process on Defendant
	06-25-24	0.4	Reviewed and filed proof of service of summons
	07-25-24	0.5	Correspondence with defense counsel re responsive pleading and case scheduling
	07-30-24	0.3	Internal direction re service of written discovery
	08-03-24	1.2	Correspondence with defense counsel re case scheduling; reviewed and approved draft First Amended Complaint
	08-05-24	0.3	Authorized filing of FAC and service of written discovery
	08-15-24	1.1	Analyzed complex litigation program requirements; correspondence with defense counsel re discovery
	08-19-24	0.3	Reviewed FAC filing acceptance; directed LWDA upload
	08-20-24	0.6	Prepared for and had call with defense counsel re case status
	09-09-24	0.7	Mediator selection; correspondence with mediation

			provider re availability; reviewed Defendant's Answer to FAC
	09-11-24	1.2	Correspondence re mediation scheduling; call with counsel in related action; reviewed Defendant's document production
	09-12-24	1.5	Drafted joint prosecution agreement and rule 1.5.1 fee-division disclosure; conference with co-counsel re case analysis
	09-13-24	0.3	Reviewed executed joint prosecution agreement; case accounting reconciliation
	09-20-24	0.6	Call with defense counsel re mediation scheduling
	10-20-24	0.4	Client communication; directed associate follow-up
	10-22-24	0.3	Correspondence and voicemail to defense counsel re mediation scheduling; follow-up with co-counsel
	11-05-24	0.6	Correspondence with defense counsel re mediation scheduling; obtained and circulated mediator availability
	11-08-24	0.8	Reviewed, revised, and executed stipulated protective order; compared against model order
	11-12-24	0.3	Reviewed mediation confirmation paperwork; directed calendaring of mediation deadlines
	11-19-24	1.3	Reviewed and revised pre-mediation document and data requests; circulated to co-counsel; served on defense counsel
	11-26-24	0.9	Reviewed and revised draft joint case management statement; analyzed complex litigation program requirements and filing deadline
	11-27-24	0.5	Directed filing of case management statement and notice of posting jury fees; hearing coverage
	12-02-24	0.4	Reviewed report of case management conference and discovery stay ruling; reviewed filed joint statement
	12-11-24	0.4	Correspondence with co-counsel re mediation costs; arranged and remitted mediation deposit

	12-16-24	0.3	Reviewed related action filings; directed case file organization
	01-15-25	0.3	Reviewed defense correspondence re pre-mediation data
	01-29-25	0.4	Correspondence with defense counsel re sampling and financial production; arranged conference
	02-05-25	0.2	Correspondence with defense counsel re financial and payroll data
	02-14-25	2.2	Reviewed Defendant's financial document production; retained forensic accountant; conflict check and engagement; analysis of production
	02-20-25	1.1	Call with defense counsel; legal research and correspondence re related actions
	02-25-25	1.4	Reviewed accountant's analysis and document requests; correspondence with defense counsel re supplemental financial production
	02-28-25	0.2	Correspondence with defense counsel re pre-mediation production
	03-06-25	0.6	Correspondence re continuance of mediation; reviewed continued mediation paperwork
	04-14-25	1.3	Drafted and circulated joint case management statement; obtained defense approval; directed filing and service
	04-17-25	0.3	Supervised case management conference; reviewed report and continued dates
	05-02-25	1.1	Reviewed Defendant's sampling production; correspondence with defense counsel re production
	05-09-25	0.5	Correspondence with defense counsel re production; engaged damages expert
	05-12-25	0.5	Client correspondence re case status
	05-14-25	1.0	Reviewed supplemental production; correspondence with co-counsel re expert retention
	05-15-25	2.0	Drafted data analysis task list for damages expert; circulated to co-counsel; correspondence with defense

			counsel re time records
	05-16-25	0.4	Call with defense counsel; confirming correspondence
	05-17-25	0.8	Finalized and transmitted expert task list and operative complaint; follow-up with defense counsel
	05-19-25	0.6	Correspondence with defense counsel re financial production; mediation coordination
	05-20-25	0.5	Reviewed expert's preliminary findings; direction re analysis methodology
	05-25-25	2.0	Reviewed expert's damages analysis and exposure calculations
	05-26-25	1.8	Analyzed expert's methodology and follow-up; correspondence with defense counsel re policy documents; expert fee allocation
	05-29-25	6.5	Drafted, finalized, and served confidential mediation brief and exhibits
	05-30-25	0.8	Reviewed Defendant's financial responses; correspondence with defense counsel re supplemental financial production; reviewed supplemental production
	06-02-25	0.7	Transmitted supplemental financial production to accountant; reviewed accountant's analysis
	06-03-25	1.6	Call with forensic accountant; corporate records research; coordination with co-counsel; reviewed mediator's pre-session inquiries
	06-04-25	9.5	Prepared for and attended full-day mediation; responded to mediator's inquiries; reviewed and responded to draft memorandum of understanding
	06-05-25	1.2	Correspondence with co-counsel re resolution of related action; correspondence with mediator
	06-11-25	1.0	Reviewed results of financial investigation; correspondence with defense counsel re settlement terms; update to referring firm
	06-21-25	5.5	Drafted stipulation to amend, Second Amended Complaint, and long-form settlement agreement; circulated to co-

			counsel
	07-01-25	1.1	Analyzed and responded to Defendant's post-mediation comments on settlement documents
	07-03-25	1.2	Reviewed and revised joint case management statement; reviewed defense redlines; review of settlement data
	07-16-25	0.4	Correspondence with defense counsel re case status; supervised case management conference
	07-18-25	0.4	Call with mediator re case status
	08-11-25	0.5	Correspondence with defense counsel re discovery; status update to mediator
	08-25-25	0.2	Correspondence with defense counsel re case status
	09-02-25	0.8	Call with defense counsel; analysis of settlement communications; confirming correspondence re settlement terms
	09-12-25	0.3	Stipulation to continue post-mediation status conference; appearance coordination
	09-14-25	2.5	Finalized and transmitted stipulation for leave to file SAC, Second Amended Complaint, long-form settlement agreement, and class notice; correspondence with defense counsel re sequencing
	09-15-25	0.3	Supervised status conference; directed calendaring of continued dates
	09-29-25	0.2	Follow-up correspondence with defense counsel re revisions to settlement agreement
	10-06-25	1.2	Correspondence with defense counsel; reviewed Defendant's executed stipulation and revisions to settlement agreement; finalized SAC for filing
	10-12-25	1.0	Reviewed and analyzed Defendant's redlines to settlement agreement
	10-13-25	0.4	Obtained co-counsel signature authorization on SAC; directed hold on filing pending settlement finalization
	10-17-25	0.7	Call with defense counsel; confirming correspondence re

			settlement terms
	10-29-25	1.4	Reviewed Defendant's revisions to settlement agreement; directed filing and service of stipulation and SAC; requested settlement administration bid
	11-12-25	0.4	Reviewed docket status of stipulation; directed clerk follow-up; correspondence with defense counsel
	11-20-25	0.6	Retrieved and reviewed entered order granting leave to amend; directed clerk follow-up; SAC filed and served
	11-21-25	1.3	Reviewed and revised long-form settlement agreement; transmitted revisions to defense counsel; requested class size data
	12-09-25	0.8	Reviewed SAC filing acceptance; directed LWDA upload and courtesy service; obtained and reviewed revised administration bid
	12-30-25	0.4	Reviewed fully executed settlement agreement; directed reservation of preliminary approval hearing
	01-23-26	1.2	Reviewed draft proposed preliminary approval order and plaintiff declaration; cy pres analysis; direction to associate
	01-25-26	2.6	Reviewed and revised draft preliminary approval motion; analyzed settlement data and this Court's checklist requirements for approval of class action settlements; transmitted draft to co-counsel; prepared package task list
	01-30-26	0.8	Reviewed co-counsel declarations; directed cy pres and administrator conflict disclosures; directed preparation of tables
	02-02-26	0.3	Coordinated hearing date and filing deadline with court
	02-08-26	0.7	Reviewed and revised co-counsel declaration re PAGA notice; prepared preliminary approval package status list
	02-09-26	2.2	Reviewed and finalized preliminary approval package; directed filing and service
	02-27-26	0.7	Analyzed rejected filings; directed corrections, chambers courtesy copies, and LWDA upload of conformed copies
	03-11-26	0.3	Reviewed corrected filing acceptance; authorized LWDA

			uploads
	03-12-26	2.5	Prepared for and appeared at preliminary approval hearing; prepared post-hearing notes
	03-13-26	0.8	Transmitted signed preliminary approval order and class notice to settlement administrator; coordinated class data; directed LWDA upload of order
	03-17-26	0.2	Reviewed and approved post-approval deadline calendar
	03-25-26	0.6	Reviewed administration timeline and class notice; approved on behalf of Plaintiff
	03-30-26	0.3	Confirmed allocation of final approval work with co-counsel; cost reconciliation
	04-16-26	0.4	Follow-up with settlement administrator and defense counsel re class data production and revised timeline
	05-06-26	1.1	Reviewed revised administration timeline, class notice, and preliminary calculations; analyzed escalator trigger and resulting class period modification
	05-11-26	0.2	Reviewed revised administration timeline
	05-29-26	0.2	Class member inquiry; directed response
	06-29-26	0.2	Referring firm status correspondence
	08-04-26	0.8	Reviewed settlement administrator's weekly status reports (nine reports) and final report on notice and responses
	08-12-26	2.4	Reviewed and reconciled litigation costs; correspondence with co-counsel re costs and hours; requested administrator's final approval declaration; prepared final approval motion instructions and checklist items
	08-14-26	0.4	Reviewed settlement administrator's draft declaration; directed associate review
	08-17-26	1.5	Reviewed associate's drafts of final approval motion, administrator declaration, and proposed order; follow-up with co-counsel re declaration and time records
		81.9	GLOBAL EMAIL TIME ENTRY EXPLANATION – I do not bill every email as an individual time entry, as the time

			that would be required to make such entries would very often equal or exceed the time to read or send the emails. At case ending, a global entry is created, valuing each email at BELOW the absolute minimum time entry of one-tenth of an hour, which would be a 0.1 time entry, and would equal six minutes. Instead, a five-minute entry is added in for each email that has been sent or received, regardless of how many attorneys and/or staff in the firm actually read the email. This eliminates possible multiple staff billing for reading the same email, even though they do all need to be apprised of the contents. The firm's records show that in this matter, 983 emails have been sent and/or received during the life of the case, including the initial investigation. At 5 minutes for each of the 983 emails, this equals 4,915 minutes, which divided by 60 minutes to convert it to hours, equals the 81.9 hours (rounded down) noted in the time entry.
	TOTAL	186.1	Hourly Fees = \$1,019 (Laffey Matrix) * 186.1 = \$189,635.90

EXHIBIT D

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT E

Stansbury Brown Law, PC

Unbilled Charges + Vendor + Account
All Dates

Transaction date	Vendor	Distribution account	Description	Amount
0216 Quenga, Jonathan v Scorpion Services				
06/01/2024	ALSSI aka Win Win aka Otalssi	Attorney Service	Complaint Filed - Accepted	-52.82
06/01/2024	ALSSI aka Win Win aka Otalssi	Filing Fee	Complaint Filed - Accepted	-1,435.00
06/26/2024	ALSSI aka Win Win aka Otalssi	Filing Fee	Proof of Service - Accepted	-13.36
08/19/2024	ALSSI aka Win Win aka Otalssi	Attorney Service	First Amended Class and Representative Action Complaint - Accepted	-8.36
08/19/2024	ALSSI aka Win Win aka Otalssi	Filing Fee	First Amended Class and Representative Action Complaint - Accepted	-5.00
11/27/2024	Court Connect	Court Fees	COURTCALL *11881276	-72.00
12/11/2024	ACT Mediation, Inc	Mediations	Plaintiff's Mediation Fee	-4,800.00
01/29/2025	ALSSI aka Win Win aka Otalssi	Attorney Service	Plaintiff's Complaint; Joint Report; Notice of Posting Jury Fees Special Instructions - Invoice 15-S24C0031 12/2/24	-80.00
04/11/2025	Court Call	Court Fees	Case Management Conference	-72.00
04/14/2025	ALSSI aka Win Win aka Otalssi	Attorney Service	Joint Case Management Conference Statement Filed Electronically - Accepted	-9.00
04/14/2025	ALSSI aka Win Win aka Otalssi	Court Fees	Joint Case Management Conference Statement Filed Electronically - Accepted	-4.95
04/16/2025	ALSSI aka Win Win aka Otalssi	Attorney Service	Courtesy Copy	-80.00
05/24/2025	AttorneyTalk	Mediations	Mediation Data Analysis	-6,615.00
07/03/2025	ALSSI aka Win Win aka Otalssi	Court Fees	Joint Case Management Conference Statement Filed Electronically - Accepted	-4.95
07/03/2025	ALSSI aka Win Win aka Otalssi	Attorney Service	Joint Case Management Conference Statement Filed Electronically - Accepted	-9.00
07/07/2025	Evidentia Consulting	Misc. Case Expense	Financial review Feb & June 2025	-2,636.00
09/11/2025	Court Call	Court Fees	Case Management Conference	-72.00
11/13/2025	ALSSI aka Win Win aka Otalssi	Court Fees	Stipulation & Order: Accepted	-20.00
11/13/2025	ALSSI aka Win Win aka Otalssi	Attorney Service	Stipulation & Order: Accepted	-13.86
11/20/2025	San Bernardino Superior Court	Court Fees	Documents for the Order to file SAC	-15.50
11/20/2025	San Bernardino Superior Court	Court Fees	Documents for the Order to file SAC--CC processing	-0.70
12/09/2025	ALSSI aka Win Win aka Otalssi	Court Fees	Amended Second Complaint Filed - Accepted	-4.95
12/09/2025	ALSSI aka Win Win aka Otalssi	Attorney Service	Amended Second Complaint Filed - Accepted	-9.00
02/27/2026	ALSSI aka Win Win aka Otalssi	Court Fees	Motions & declarations: 4 accepted, 6 rejected	-60.00
02/27/2026	ALSSI aka Win Win aka Otalssi	Attorney Service	Motions & declarations: 4 accepted, 6 rejected	-14.96

Stansbury Brown Law, PC

Unbilled Charges + Vendor + Account
All Dates

Transaction date	Vendor	Distribution account	Description	Amount
03/02/2026	ALSSI aka Win Win aka Otalssi	Attorney Service	Service of Process 2/24/26 Inv 15-S2622150	-175.70
03/11/2026	ALSSI aka Win Win aka Otalssi	Court Fees	Declaration Filed- P- Enriquez - Accepted; Declaration Filed- Starr - Accepted; Declaration Filed- OC - Accepted; Declaration Filed- D Decl - Accepted	-4.95
03/11/2026	ALSSI aka Win Win aka Otalssi	Attorney Service	Declaration Filed- P- Enriquez - Accepted; Declaration Filed- Starr - Accepted; Declaration Filed- OC - Accepted; Declaration Filed- D Decl - Accepted	-9.00
Total for 0216 Quenga, Jonathan v Scorpion Services				- \$16,298.06
TOTAL				- \$16,298.06

EXHIBIT F



Daniel Brown <dbrown@stansburybrownlaw.com>

Thank you for your Proposed Settlement Submission

1 message

no-reply@formassembly.com <no-reply@formassembly.com>
To: dbrown@stansburybrownlaw.com

Sat, Feb 7, 2026 at 8:52 AM

02/07/2026 08:52:21 AM

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

Item submitted: Proposed Settlement

On 02/07/2026 08:52:21 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1030835-24

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

EXHIBIT G

FRONTIER LAW CENTER

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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
2/27/2026 1:31 PM
By: Stephanie Paniagua, DEPUTY

Attorneys for Robert Enriquez,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ROBERT ENRIQUEZ, individually and on
behalf of all others similarly situated,

Plaintiff(s),

v.

SCORPION SERVICES, INC.; a California
corporation; and DOES 1 through 100,

Defendant(s).

Case No. CIVSB2417682

**DECLARATION OF PLAINTIFF
ROBERT ENRIQUEZ IN SUPPORT OF
APPROVAL OF CLASS ACTION
SETTLEMENT**

Complaint Filed: May 15, 2024

DECLARATION OF ROBERT ENRIQUEZ

I, ROBERT ENRIQUEZ, declare as follows:

1. I am an individual over the age of 18 and am a named plaintiff in this matter. This declaration is submitted in support of preliminary approval of the proposed class action settlement reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

1 2. I worked for Defendant Scorpion Services, Inc. ("Defendant") from approximately June
2 2018 to October 2023 as a security guard. During my employment, I personally experienced the
3 Labor Code violations alleged in this lawsuit. These violations included not receiving proper meal
4 and rest breaks; not being paid for all hours worked including overtime; not receiving
5 reimbursement for necessary work-related expenses; not receiving accurate itemized wage
6 statements; and not being paid all wages due upon termination.

7 3. I believe the proposed settlement of \$200,000.00 is fair, reasonable, and adequate. The
8 settlement provides substantial monetary relief to class members and addresses all of the Labor
9 Code violations alleged in the lawsuit. It was reached after extensive negotiations with the help of
10 an experienced wage and hour mediator.

11 4. I support my attorneys' request for fees as I believe the fee request of 35% of the gross
12 settlement amount of \$200,000.00 or \$70,000.00 to be fair and reasonable in light of the hours spent
13 litigating this case.

14 5. I also believe that the attorneys' cost request of not to exceed \$25,000.00, exclusive of
15 Settlement Administration Costs, is reasonable in light of the excellent work and favorable result
16 my attorneys achieved for the members of the class. I believe that the attorneys' costs incurred to
17 date from the lawyers retained to represent me and the class are reasonable and have been
18 necessarily incurred and paid to prosecute this action and achieve this excellent result, including the
19 costs of the mediator.

20 6. I understand my obligations as the class representative, which include representing the
21 interests of all class members fairly and adequately, putting the interests of the class above my own
22 personal interests, actively participating in the litigation process, staying informed about the
23 progress of the case, and assisting my attorneys in providing information and evidence to support
24 the claims.

25 7. I am not aware of any actual or potential conflicts between myself, the other Class members,
26 the Class Administrator or the Cy Pres recipient, San Bernardino Community Service Center, Inc.,
27 and am also unaware of any other pending matter or action asserting claims that will be
28 extinguished or adversely affected by the Settlement.

1 8. I have spent approximately 15 hours working with my attorneys to litigate this case. This
2 time has included providing detailed information about my employment experiences, participating
3 in multiple phone interviews to discuss the case, reviewing and approving the complaints filed in
4 this action, gathering employment-related documents, and discussing settlement negotiations and
5 terms.

6 9. I am an adequate representative of the class members in this case, and I have no claim that
7 was antagonistic to the class. I believe that I am adequate to represent all class members in the
8 claims that are being certified on a conditional basis as a result of the settlement. My interests are
9 the same as the other hourly employees, as all employees in the class were subject to the same
10 policies and procedures at issue in the suit. I also believe my attorneys are adequate to represent the
11 class. I have always been prepared and willing to remain a class representative through trial in this
12 matter, if necessary.

13 10. As part of this class settlement and in exchange for the \$7,500.00 class representative
14 enhancement, I am signing a general release. I have accepted the stigma of being a class
15 representative in a class action labor dispute which could affect my future employability with other
16 employers in the same industry. Accordingly, I do believe that a \$7,500.00 enhancement is
17 reasonable and fair.

18
19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct.

21
22 Executed on Feb, 1st, 2026 at Los Angeles, California.

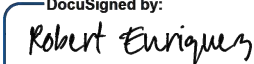
23
24
25 
26 ROBERT ENRIQUEZ
27
28

EXHIBIT H

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

FEB 09 2026

BY MARIAH MORA
MARIAH MORA, DEPUTY

STANSBURY BROWN LAW, PC
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Venice, CA 90291
Tel: 323-204-3124

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JONATHAN QUENGA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SCORPION SERVICES, INC., a California
corporation; and DOES 1 through 100, inclusive.

Defendants.

Case No. CIVSB2417682

*[Assigned for all purposes to the Hon.
Wilfred J. Schneider, Jr., Dept. S32]*

**DECLARATION OF PLAINTIFF
JONATHAN QUENGA IN SUPPORT
OF APPROVAL OF CLASS ACTION
SETTLEMENT**

Complaint Filed: May 28, 2024
Trial Date: Not Yet Assigned

DECLARATION OF JONATHAN QUENGA

I, JONATHAN QUENGA, declare as follows:

1. I am an individual over the age of 18 and am a named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. 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 worked for Defendant Scorpion Services, Inc. (“SSI”) between approximately 2022 and 2023 as a security guard. I was compensated at an hourly rate of pay. My primary duties included providing security services at a residential complex, patrolling the premises, responding to disturbances and observing and reporting the conditions on the premises. While working for SSI, I was subject to SSI’s wage and hour policies. Specifically, although my regularly scheduled hours were generally Wednesday- Sunday 11:00 a.m. – 7:00 p.m., but sometimes my hours were 7:00 p.m. to 7:00 a.m. I and other non-exempt employees were required to arrive early on a near-daily basis without compensation to perform pre-shift duties such as answering residents’ questions and questions from SSI, as well as assisting with the closing duties of other non-exempt employees finishing their shifts. Arriving early was a general and routine requirement of my job, as was being in uniform upon arrival. I believe that myself and other SSI hourly employees should have been compensated for all of this work that we were performing off-the-clock, and that much of these unpaid wages would be overtime wages, as our regular shifts were eight hours or more, exclusive of off-the-clock work.

3. Further, I was denied the ability to take a timely, uninterrupted meal periods because I was not permitted to leave the premises for my meal periods because I had to be available to address security alerts and concerns raised by residents and SSI. I and other non-exempt employees were interrupted daily during our meal periods with concerns requiring immediate attention and thus almost never received a full, uninterrupted 30-minute meal period. On several occasion where I was required to work a shift over ten hours, I did not always receive a second meal period. I never or almost never received rest periods during my shifts and instead was made to continue working without any breaks for the same reasons stated above. For rest

1 periods too, I had to stay at the job site. Also, I was required to utilize my personal cellular phone.
2 SSI did not properly reimburse me and other non-exempt employees for these necessary expenses.
3 As a result of these violations, I believe that I did not receive accurate and complete wage
4 statements and was not paid all wages owed to me when I stopped working for SSI.

5 4. At the time of filing this lawsuit, I understood that this lawsuit had the chance to
6 benefit my former co-workers and current employees of SSI by helping them recover their unpaid
7 wages and penalties. I knew that there was a risk that I could be liable for SSI's costs if we lost
8 the case. I accepted this risk because I wanted SSI to compensate their current and former
9 employees for all unpaid wages. Even though I understood that joining a lawsuit is a public
10 record, I accepted that burden for the benefit of other employees of SSI.

11 5. I have been actively, willingly and intimately involved in this case since joining
12 this lawsuit. Among other things, I gathered various employment and non-employment related
13 documents for use in the lawsuit, I reviewed and analyzed documents related to the claims in this
14 case, I had countless telephone calls with my attorneys to discuss the facts of this case, case
15 strategy, and SSI's wage and hour practices and policies. I actively participated in mediation on
16 June 4, 2025 with my attorneys via telephone, and I compiled/produced documents in my
17 possession in connection with this lawsuit. I estimate that the combined time I spent on this case
18 from the time I first researched obtaining an attorney for this case to the present to be
19 approximately 16 hours.

20 6. As part of the proposed Settlement, I have also agreed to fully release SSI for other
21 claims related to my employment.

22 7. I understand that my attorneys will request that the Court award me a Class
23 Representative Service Payment of \$7,500.00 for my service and efforts on the case. In addition
24 to the time I spent assisting my attorneys in this case, this award is also justified because I took
25 the initiative to hire representation to seek unpaid wages, premiums, and penalties for the alleged
26 violations I suffered and the alleged violations suffered by other current and former employees of
27 SSI. I also took significant risk by serving as the named plaintiff in this case as this is a public
28 lawsuit and other potential employers may become aware of my involvement and therefore decide

1 not to hire me. In addition, as stated, unlike other potential class members, as part of the settlement
2 I have signed a general release, releasing other claims against SSI, which I believe should entitle
3 me to additional compensation. However, this proposed \$7,500.00 Class Representative Service
4 Payment is not contingent upon me supporting the proposed Settlement.

5 8. I am not aware of any actual or potential conflicts between myself, the other Class
6 members, the Class Administrator or the *Cy Pres* recipient, San Bernardino Community Service
7 Center, Inc., and am also unaware of any other pending matter or action asserting claims that will
8 be extinguished or adversely affected by the Settlement.

9 9. I understand that this is a class and representative action settlement and that I am
10 representing not only my own interests but also the interests of other absent class members and
11 the State of California. At all times I believe have acted in the best interest of these individuals
12 and the State of California and will continue to act in their best interest until the conclusion of
13 this case. I have no interests that are in conflict with absent class members or the State of
14 California.

15 10. I have given written approval of the fee split agreement between my attorneys in
16 this case, Stansbury Brown Law, PC ("SBL"), Abramson Labor Group ("ALG"), and Frontier
17 Law Center ("FLC"). The agreement provides that any resulting attorneys' fees awarded in my
18 case will be provided as follows: 60% to SBL; 15% ALG; and 25% to FLC.

19 11. Based on my review of the settlement terms, conversations with my attorneys,
20 my intricate knowledge of the industry that SSI is a part of, and my understanding of this case, I
21 believe the proposed Settlement is fair and adequate and in the best interests of the employees
22 covered by the Settlement. I worked hard and took on substantial personal and professional risks
23 to ensure a fair settlement, and I believe that this Settlement will be very beneficial to the class
24 members, including myself.

25 Executed on January ^{1/25/2026}_____, 2026 at _____, Hemet, California.

26
27
28

Signed by:
35E91447E95D42B...
Jonathan Quenga