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IGNACIO RIOS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

IGNACIO RIOS, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

COMMUNITY TREE SERVICE, LLC, a
California limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Lead Case No.: 24CV003969
Consolidated with Case No. 24CV005091

*[Assigned for All Purposes to Hon. Ian A.
Rivamonte, Dept 14]*

**SUPPLEMENTAL DECLARATION OF
TIARA GOSE-HARDY IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 I, TIARA GOSE-HARDY, declare as follows:

2 1. I am an associate of the law firm Lidman Law, APC, and counsel for the named plaintiff
3 Ignacio Rios (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I am a
4 member in good standing of the bar of the State of California and am admitted to practice in this Court. I
5 have personal knowledge of the facts stated in this declaration and could testify competently to them if
6 called upon to do so.

7 2. Plaintiff filed his Motion for Preliminary Approval of Class Action Settlement on June
8 24, 2026, with the hearing being held on July 24, 2026.

9 3. On July 24, 2026, the Court issued an Order granting Plaintiff’s unopposed motion for
10 preliminary approval of class action and PAGA settlement subject to an issue that needs to be addressed
11 in subsequent briefing.

12 4. Plaintiff and Defendant Community Tree Service, LLC (collectively, the “Parties”) have
13 prepared and executed the Amended Class Action and PAGA Settlement Agreement and Release, and the
14 following documents are being submitted concurrently herewith as Exhibits hereto:

15 a. Attached as **Exhibit A** is a true and correct copy of the redlined version of the
16 revised Class Action and PAGA Settlement Agreement and Release.¹

17 b. Attached as **Exhibit B** is a true and correct copy of the Amended Class Action and
18 PAGA Settlement Agreement and Release, executed by the Parties.

19 c. Attached as **Exhibit C** is a true and correct copy of a Spanish translation of the
20 Class Notice.

21 5. The Class Notice to be mailed to Class Members will include a Spanish translation.

22 6. The requested Administration Expenses Payment will not increase as a result of the
23 translation, as the original bid provided by the Settlement Administrator includes the cost of a translation.

24 7. My office will provide the LWDA with a copy of the supplemental briefing and Amended
25 Class Action and PAGA Settlement Agreement and Release after it is filed and will file a proof of service.

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28 ¹ The Amended Class Action and PAGA Settlement Agreement and Release includes other minor edits not required by the Court and that have no material effect on the settlement agreement.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed on August 24, 2026, at El Segundo, California.

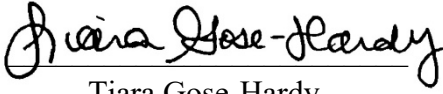
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EXHIBIT A

EXHIBIT A

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE

This Amended Class Action and PAGA Settlement Agreement and Release (“Agreement”) is made by and between ~~plaintiffs~~plaintiff Ignacio Rios (“Plaintiff”) and defendant Community Tree Service, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as a “Party.”

1. DEFINITIONS

As used in this Agreement, and capitalized terms shall have the following meanings:

- 1.1. “Action” means Plaintiff’s lawsuits as follows:
 - 1.1.1. *Ignacio Rios v. Community Tree Service, LLC*, pending in the Superior Court of the State of California for the County of Monterey, Case No. 24CV003969 (the “Class Action”).
 - 1.1.2. *Ignacio Rios v. Community Tree Service, LLC*, pending in the Superior Court of the State of California for the County of Monterey, Case No. 24CV005091 (the “PAGA Action~~)-”~~”).
- 1.2. “Administrator” means Phoenix Settlement Administrators, 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 an individual who was employed by and worked for Defendant in the State of California in a non-exempt position during the PAGA Period.
- 1.5. “Class” means all persons employed by Defendant in California in a non-exempt position who worked for Defendant during the Class Period.
- 1.6. “Class Counsel” means Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy and the law firm of Lidman Law APC, and Paul K. Haines and the law firm of Haines Law Group, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and legally recoverable costs 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 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). Participating Class Members may also arebe Aggrieved Employees.
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using reasonably available sources, methods and means including, the National Change of Address database.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, in the form, without material variation, attached hereto as Exhibit A and as approved by the Court, which shall be mailed to Class Members in English and Spanish.
- 1.12. “Class Workweeks” means any week during which a Class Member worked for Defendant on at least one workday during the Class Period and received a wage statement.
- 1.13. “Class Period” means the period starting on July 10, 2022, and continuing through November 17, 2024, and is for identifying Class Members only, and not for defining the periods of the releases applicable to the Released Class Claims.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative (*i.e.*, Ignacio Rios).
- 1.15. “Class Representative Service Payments” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.16. “Court” means the Superior Court of California, County of Monterey, and the department of the Court in which the Action is pending.
- 1.17. “Defendant” means Community Tree Service, LLC, the named defendant in the Action.
- 1.18. “Defense Counsel” means Blake R. Bertagna, and the law firm Paul Hastings LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred:

(1) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (2) the Judgment is final. The Judgment is “final” as of the latest of the following occurrences: if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; 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.

- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means Three Hundred Fifty Thousand Dollars (\$350,000), which is the total amount Defendant agrees to pay under the Settlement, except as provided in [Paragraphs 4.2 and Paragraph 8](#), below. The Gross Settlement Amount will be used to pay the Individual Class Payments, the Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the 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 Class Workweeks by the Class Member during the applicable Class Period as compared to the total number of Class Workweeks by all [Participating](#) Class Members.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of ~~wage statements received~~[PAGA Pay Periods worked](#) by the Aggrieved Employee during the PAGA Period compared to the total number of ~~wage statements received~~[PAGA Pay Periods worked](#) by all Aggrieved Employees.
- 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.
- 1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties, which shall be paid to the LWDA pursuant to California Labor Code section 2699([im](#)).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payments, the 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 bi-weekly pay period during which an Aggrieved Employee worked for Defendant on at least one workday during the PAGA Period and received a wage statement.
- 1.31. “PAGA Period” means the period starting on September 23, 2023, and continuing through November 17, 2024, and is for identifying Aggrieved Employees only, and not for defining the period of the releases applicable to the Released PAGA Claims.
- 1.32. “PAGA” means the Private Attorneys General Act, California Labor Code sections 2698, *et seq.*
- 1.33. “PAGA Notice” means Plaintiff’s September 23, 2024, letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.34. “PAGA Penalties” means the total amount of Twenty Thousand dollars and Zero Cents (\$20,000.00) to be paid from the Gross Settlement Amount for PAGA civil penalties, allocated 35% to the Aggrieved Employees (\$7,000.00) and the 65% for the LWDA PAGA Payment (\$13,000.00) in settlement of all PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” ~~mean~~means Ignacio Rios, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s preliminary approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the Court’s order granting Preliminary Approval of the Settlement.
- 1.39. “Released Class Claims” means the claims being released for the period of time as described in Paragraph 65.2 below.
- 1.40. “Released PAGA Claims” means the claims being released for the period of time as described in Paragraph 65.3 below.
- 1.41. “Released Parties” means: Defendant and each of its former and present parents, subsidiaries, and affiliates, and their directors, officers, employees, shareholders, owners, and agents, and the current and former predecessors, successors, assigns, attorneys, and insurers of all such entities and individuals.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a signed written request to be excluded from the Settlement only with respect to the Released Class Claims. A Request for Exclusion shall have no effect on the Settlement with respect to the Released PAGA Claims. Any Aggrieved Employee, including any Class Member who submits a valid and timely Request for Exclusion, shall

remain bound by the Settlement as to the Released PAGA Claims and, if eligible, shall receive an Individual PAGA Payment.

- 1.43. “Response Deadline” means 60 days after the Administrator mails the Court approved Class Notice to the Class Members and shall be the last date on which a Class Member may mail a Request for Exclusion from, or Objection to, the Settlement. The Request for Exclusion or Objection must be postmarked by the Response Deadline. If a Class Notice is re-sent after having been returned undeliverable to the Administrator, the Response Deadline shall be extended by 14 calendar days.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On September 23, 2024, Plaintiff filed a class action complaint alleging various wage and hour causes of action against Defendant for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to provide accurate itemized wage statements; (6) failure to reimburse business expenses; and (7) unfair competition. On December 4, 2024, Plaintiff filed a First Amended Class Action Complaint, pleading only causes of action for (1) failure to pay minimum wages owed, (2) failure to provide accurate itemized wage statements, and (3) unfair competition (the “Class Action”).
- 2.2. On December 2, 2024, Plaintiff filed a Representative Action under PAGA against Defendant seeking civil penalties (the “PAGA Action”).
- 2.3. Defendant denies the allegations in each of the complaints in the Action, denies any failure to comply with the laws identified in [the](#) Action, and denies any and all liability for any of the causes of action alleged.
- 2.4. Pursuant to Labor Code section 2699.3(a), Plaintiff mailed the PAGA Notice.
- 2.5. On December 1, 2025, the Parties participated in an all-day mediation presided over by mediator Steve Mehta, which was successful in reaching the material terms memorialized in this Agreement to settle the Action.
- 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, documents, and information, including class size and wage statement data. Class Counsel’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

- 2.7. On March 5, 2026, the Court approved a Stipulation between the Parties to consolidate for purposes of settlement the Class Action and the PAGA Action (the “Consolidated Action”).
- 2.8. The Court has not granted class certification in the Class Action.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Defendant promises to pay Three Hundred Fifty Thousand Dollars (\$350,000), and no more as the Gross Settlement Amount, except as provided in Paragraph 8 (and to separately pay the employer payroll taxes owed on the wage portions of the Individual Class Payments). Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member), subject to Court approval. Defendant will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for the Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment that is less than the amount requested, the Administrator will add the difference to the Net Settlement Amount. The Administrator will issue the Class Representatives an IRS Form 1099 for the Class Representative Service Payment. Plaintiff assumes full responsibility and liability for any taxes owed on the Class Representative Service Payment.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of 35% of the Gross Settlement Amount, *i.e.*, \$122,500, and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00, both subject to Court Approval. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for the 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 in amounts less than requested, the Administrator will add the difference to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other attorney arising from any claim of entitlement to all or some portion the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will issue Class Counsel an IRS Form 1099 for the Class Counsel Fees Payment and Class Counsel Expenses Payment. Class Counsel assume full responsibility and liability for any taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, and agree to hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these payments between or among Class Counsel and/or any other person or entity.

- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$9,500.00 subject to approval of the Court. If the Court approves an Administration Expenses Payment that is less than the amount requested, the Administrator will add the difference to 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 Class Workweeks for all Participating Class Members and (b) multiplying the result by each Participating Class Member's Class Workweeks.
 - 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS Form W-2. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties, with 40% being allocated to penalties and 40% being allocated to interest (the "Non-Wage Portion"). The Non-Wage Portion is not subject to tax withholdings and will be reported on an IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will remove the Class Workweeks of

Non-Participating Class Members and recalculate the Individual Class Payments of the Participating Class Members based on their share of the remaining Class Workweeks.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) will be paid from the Gross Settlement Amount, with 65% (\$13,000.00) allocated to the LWDA PAGA Payment and 35% (\$7,000.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the Aggrieved Employees' 35% share of the PAGA Penalties (*i.e.*, \$7,000.00) by the total number of PAGA Pay Periods for all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each Aggrieved Employee. 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 allocated by Parties for PAGA Penalties, the Administrator will add the difference to the Net Settlement Amount. The Administrator will issue each Aggrieved Employee an IRS Form 1099 for their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENT

4.1. Class Workweeks and PAGA Pay Periods. Based on a review of its records, Defendant estimates that Class Members worked a total of 22,089 Class Workweeks from July 10, 2022, through November 17, 2024, and that Aggrieved Employees worked a total of 13,172 PAGA Pay Periods from September 23, 2023, through November 17, 2024.

4.2. Class Data. Not later than 30 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 Parties shall instruct the Administrator to 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 the Administrator's 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 they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best

efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 30 calendar days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 21 calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks or otherwise issue payments for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (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 [SettlementClass](#) 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 Class Members whose checks are returned undelivered without a USPS forwarding address. Within 10 calendar 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 if 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 Lines for Life, a nonprofit mental health awareness, support, and advocacy organization, through its Construction Suicide Prevention Partnership, a program focused on suicide prevention, mental health education, and crisis-intervention resources for workers in construction, skilled trades, and related labor-intensive industries (the “Cy Pres Recipient”), which qualifies for a cy pres distribution under Code of Civil Procedure section 384(b), as it bears a direct and substantial nexus to the interests of the Class and the nature of the claims asserted in this Action, in that Class Members performed physically demanding, outdoor, safety-sensitive work in the construction and skilled-trade labor industry, and the Cy Pres Recipient’s mission is to provide mental-health education, suicide-prevention programming, and crisis-intervention resources directed to workers in those industries. In the event the Cy Pres Recipient is not approved by the Court, the uncashed checks shall instead be distributed to the California State Controller’s Unclaimed Property Fund. The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Cy Pres Recipient.
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

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

- 5.1. Plaintiff’s General Release of All Claims. Plaintiff, on behalf of himself and his respective former and present spouse (if any), representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and forever discharge the Released Parties from any and all known and unknown claims, transactions, or occurrences under any statute, common law or contract, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Complaint, including claims for (i) failure to pay minimum wages; (ii) failure to provide accurate itemized wage statements; (iii) violation of the California Unfair Competition Law based on the failure to pay minimum wages and issue accurate wage statements; and (iv) all civil and statutory penalties, other than PAGA penalties; and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Complaint,

Plaintiff's PAGA Notice, or ascertained during the Action and released under [6-25.3](#), below, including those premised upon the same alleged above-described claims ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2. 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 all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Complaint and ascertained in the course of the Action, including claims for (i) failure to pay minimum wages; (ii) failure to provide accurate itemized wage statements; (iii) violation of the California Unfair Competition Law based on the failure to pay minimum wages and issue accurate wage statements; and (iv) all penalties based on the failure to pay minimum wages and issue accurate wage statements that arose during the period starting on July 10, 2022, and continuing through the date of preliminary court approval of the Settlement ("Class Release Period"). 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 Release Period.

5.3. Release by All Aggrieved Employees: All Aggrieved Employees, including Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the (i) failure to pay minimum wages, and (ii) failure to provide accurate itemized wage statements, arising during the period starting on September 23,

2023, and continuing through the date of preliminary court approval of the Settlement (“PAGA Release Period”).

6. MOTION FOR PRELIMINARY APPROVAL

Plaintiff shall prepare, provide to Defense Counsel for review and input, and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for preliminary approvals.

- 6.1. Defendant’s Declaration in Support of Preliminary Approval. Within 30 calendar days of the full execution of this Agreement, Defense Counsel will deliver to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient, or that there are no such conflicts.
- 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (fs)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator, and/or the proposed Cy Pres; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Complaint (Labor Code section 2699, subd. (fs)(1)), this Agreement (Labor Code section 2699, subd. (fs)(2)); (vii) a redlined version of the Parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient.
- 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval.

Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION

- 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Notice to Class Members.
- 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Class Workweeks, and PAGA Pay Periods in the Class Data.
- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice ([in English and Spanish](#)) substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class 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 three (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 Class Workweeks and/or PAGA 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 in a good faith 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 representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The 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 Paragraph 5.2, 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 Class Workweeks and PAGA Pay Periods. 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 Class Workweeks and PAGA Pay Periods 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 Class Workweeks and/or PAGA 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 Class Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel, as well as the Administrator's preliminary determination of the challenge. Defense Counsel and Class Counsel will meet and confer over the Administrator's preliminary

determination of a challenge and if they do not agree, the dispute will be submitted to the Court whose decision will be final and binding.

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 the Class Representative Service Payments.

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

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

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (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 the 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 Class Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include 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. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are 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 the Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.5. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. **CLASS SIZE ESTIMATES.** Based on a review of its records as of November 16, 2025, Defendant estimates that there are 484 Class Members, 384 of whom also are Aggrieved Employees. Defendant estimates that the 484 Class Members collectively worked 22,089 total [Class](#) Workweeks during the Class Period, and the 384 Aggrieved Employees collectively worked 13,172 Pay Periods during the PAGA Period. If the actual number of [Class](#) Workweeks during the Class Period is more than 110% of this

estimate (i.e., if there are 24,298 or more workweeks worked by Class Members during the Class Period), then Defendant, at its sole discretion, will elect to either (i) increase the Gross Settlement Amount by the same proportion above percentage by which the actual number of Workweeks exceeds 110%, % of the estimate, or (ii) cut off the Class Period and the PAGA Period as of the date the total workweeks worked by Class Members during the Class Period does Class Workweeks do not exceed 40110% of this estimate. For example, if the total Class Workweeks during the Class Period are 20120% more than 22,089, Defendant will choose to either (1) increase the value of the Gross Settlement Amount by 10%, or (2) cut off the Class Period and the PAGA Period to an earlier date on which the total Workweeks during the Class Period do not exceed 110% of this estimate.

9. **DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1s)(2), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Class Counsel shall provide drafts of these documents to Defense Counsel not later than seven (7) 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 attempt 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 (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns, including by making mutually acceptable changes to the Agreement in an effort to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator

Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment ~~reflected~~ set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.
- 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments 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 Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that

Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons and manageability of any representative aspect of the Action, 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. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect.
- 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 12.3 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 Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other

documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13. Attorneys' Fees and Costs. Each Party bears its own attorneys' fees and costs in connection with any dispute regarding interpretation, performance, or enforcement of this Agreement, except as otherwise required by statute or court order.
- 12.14. Legal Developments. Plaintiff will file motions for preliminary and final approval seeking approval of this Settlement Agreement on the terms set forth herein, unless modifications are required by the Court or applicable law. The Parties acknowledge that there may be intervening legal developments concerning the Released Claims, and agree that such developments, standing alone, will not

constitute grounds to renegotiate the Settlement Amount or other material terms, except as required by the Court or applicable law.

- 12.15. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.16. Use and Return of Class Data. Information provided to Class Counsel pursuant to California 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 rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, 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.
- 12.17. 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.
- 12.18. 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.
- 12.19. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
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HAINES LAW GROUP, APC
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Fax: (424) 292-2355

To Defendant:

Blake R. Bertagna, Esq.
PAUL HASTINGS LLP
1920 Main Street, Suite 400
Irvine, California 92614
blakebertagna@paulhastings.com
Tel: (714) 668-6200
Fax: (714) 979-1921

12.20. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, by 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.

12.21. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation in the Action ~~and the Appeal~~ 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 Civil Procedure Code section 583.330 to extend the date to bring a case to trial under Civil Procedure Code section 583.310 for the entire period of this settlement process.

PLAINTIFF AND CLASS REPRESENTATIVE:

Dated:

By: _____
IGNACIO RIOS

CLASS COUNSEL:

Dated:

LIDMAN LAW APC

By: _____
SCOTT M. LIDMAN

HAINES LAW GROUP APC

By: _____
PAUL K. HAINES

Dated:

DEFENDANT:

COMMUNITY TREE SERVICE, LLC

By: _____

DEFENSE COUNSEL:

Dated:

PAUL HASTINGS LLP

By: _____
BLAKE R. BERTAGNA

EXHIBIT B

EXHIBIT B

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE

This Amended Class Action and PAGA Settlement Agreement and Release (“Agreement”) is made by and between plaintiff Ignacio Rios (“Plaintiff”) and defendant Community Tree Service, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as a “Party.”

1. DEFINITIONS

As used in this Agreement, and capitalized terms shall have the following meanings:

- 1.1. “Action” means Plaintiff’s lawsuits as follows:
 - 1.1.1. *Ignacio Rios v. Community Tree Service, LLC*, pending in the Superior Court of the State of California for the County of Monterey, Case No. 24CV003969 (the “Class Action”).
 - 1.1.2. *Ignacio Rios v. Community Tree Service, LLC*, pending in the Superior Court of the State of California for the County of Monterey, Case No. 24CV005091 (the “PAGA Action”).
- 1.2. “Administrator” means Phoenix Settlement Administrators, 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 an individual who was employed by and worked for Defendant in the State of California in a non-exempt position during the PAGA Period.
- 1.5. “Class” means all persons employed by Defendant in California in a non-exempt position who worked for Defendant during the Class Period.
- 1.6. “Class Counsel” means Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy and the law firm of Lidman Law APC, and Paul K. Haines and the law firm of Haines Law Group, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and legally recoverable costs 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 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). Participating Class Members may also be Aggrieved Employees.
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using reasonably available sources, methods and means including, the National Change of Address database.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, in the form, without material variation, attached hereto as Exhibit A and as approved by the Court, which shall be mailed to Class Members in English and Spanish.
- 1.12. “Class Workweeks” means any week during which a Class Member worked for Defendant on at least one workday during the Class Period and received a wage statement.
- 1.13. “Class Period” means the period starting on July 10, 2022, and continuing through November 17, 2024, and is for identifying Class Members only, and not for defining the periods of the releases applicable to the Released Class Claims.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative (*i.e.*, Ignacio Rios).
- 1.15. “Class Representative Service Payments” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.16. “Court” means the Superior Court of California, County of Monterey, and the department of the Court in which the Action is pending.
- 1.17. “Defendant” means Community Tree Service, LLC, the named defendant in the Action.
- 1.18. “Defense Counsel” means Blake R. Bertagna, and the law firm Paul Hastings LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred:

(1) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (2) the Judgment is final. The Judgment is “final” as of the latest of the following occurrences: if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; 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.

- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means Three Hundred Fifty Thousand Dollars (\$350,000), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8, below. The Gross Settlement Amount will be used to pay the Individual Class Payments, the Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the 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 Class Workweeks by the Class Member during the applicable Class Period as compared to the total number of Class Workweeks by all Participating Class Members.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked by the Aggrieved Employee during the PAGA Period compared to the total number of PAGA Pay Periods worked by all Aggrieved Employees.
- 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.
- 1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties, which shall be paid to the LWDA pursuant to California Labor Code section 2699(m).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payments, the 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 bi-weekly pay period during which an Aggrieved Employee worked for Defendant on at least one workday during the PAGA Period and received a wage statement.
- 1.31. “PAGA Period” means the period starting on September 23, 2023, and continuing through November 17, 2024, and is for identifying Aggrieved Employees only, and not for defining the period of the releases applicable to the Released PAGA Claims.
- 1.32. “PAGA” means the Private Attorneys General Act, California Labor Code sections 2698, *et seq.*
- 1.33. “PAGA Notice” means Plaintiff’s September 23, 2024, letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.34. “PAGA Penalties” means the total amount of Twenty Thousand dollars and Zero Cents (\$20,000.00) to be paid from the Gross Settlement Amount for PAGA civil penalties, allocated 35% to the Aggrieved Employees (\$7,000.00) and the 65% for the LWDA PAGA Payment (\$13,000.00) in settlement of all PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Ignacio Rios, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s preliminary approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the Court’s order granting Preliminary Approval of the Settlement.
- 1.39. “Released Class Claims” means the claims being released for the period of time as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released for the period of time as described in Paragraph 5.3 below.
- 1.41. “Released Parties” means: Defendant and each of its former and present parents, subsidiaries, and affiliates, and their directors, officers, employees, shareholders, owners, and agents, and the current and former predecessors, successors, assigns, attorneys, and insurers of all such entities and individuals.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a signed written request to be excluded from the Settlement only with respect to the Released Class Claims. A Request for Exclusion shall have no effect on the Settlement with respect to the Released PAGA Claims. Any Aggrieved Employee, including any Class Member who submits a valid and timely Request for Exclusion, shall

remain bound by the Settlement as to the Released PAGA Claims and, if eligible, shall receive an Individual PAGA Payment.

- 1.43. “Response Deadline” means 60 days after the Administrator mails the Court approved Class Notice to the Class Members and shall be the last date on which a Class Member may mail a Request for Exclusion from, or Objection to, the Settlement. The Request for Exclusion or Objection must be postmarked by the Response Deadline. If a Class Notice is re-sent after having been returned undeliverable to the Administrator, the Response Deadline shall be extended by 14 calendar days.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On September 23, 2024, Plaintiff filed a class action complaint alleging various wage and hour causes of action against Defendant for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to provide accurate itemized wage statements; (6) failure to reimburse business expenses; and (7) unfair competition. On December 4, 2024, Plaintiff filed a First Amended Class Action Complaint, pleading only causes of action for (1) failure to pay minimum wages owed, (2) failure to provide accurate itemized wage statements, and (3) unfair competition (the “Class Action”).
- 2.2. On December 2, 2024, Plaintiff filed a Representative Action under PAGA against Defendant seeking civil penalties (the “PAGA Action”).
- 2.3. Defendant denies the allegations in each of the complaints in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for any of the causes of action alleged.
- 2.4. Pursuant to Labor Code section 2699.3(a), Plaintiff mailed the PAGA Notice.
- 2.5. On December 1, 2025, the Parties participated in an all-day mediation presided over by mediator Steve Mehta, which was successful in reaching the material terms memorialized in this Agreement to settle the Action.
- 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, documents, and information, including class size and wage statement data. Class Counsel’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

- 2.7. On March 5, 2026, the Court approved a Stipulation between the Parties to consolidate for purposes of settlement the Class Action and the PAGA Action (the “Consolidated Action”).
- 2.8. The Court has not granted class certification in the Class Action.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Defendant promises to pay Three Hundred Fifty Thousand Dollars (\$350,000), and no more as the Gross Settlement Amount, except as provided in Paragraph 8 (and to separately pay the employer payroll taxes owed on the wage portions of the Individual Class Payments). Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member), subject to Court approval. Defendant will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for the Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment that is less than the amount requested, the Administrator will add the difference to the Net Settlement Amount. The Administrator will issue the Class Representatives an IRS Form 1099 for the Class Representative Service Payment. Plaintiff assumes full responsibility and liability for any taxes owed on the Class Representative Service Payment.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of 35% of the Gross Settlement Amount, *i.e.*, \$122,500, and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00, both subject to Court Approval. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for the 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 in amounts less than requested, the Administrator will add the difference to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other attorney arising from any claim of entitlement to all or some portion the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will issue Class Counsel an IRS Form 1099 for the Class Counsel Fees Payment and Class Counsel Expenses Payment. Class Counsel assume full responsibility and liability for any taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, and agree to hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these payments between or among Class Counsel and/or any other person or entity.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$9,500.00 subject to approval of the Court. If the Court approves an Administration Expenses Payment that is less than the amount requested, the Administrator will add the difference to 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 Class Workweeks for all Participating Class Members and (b) multiplying the result by each Participating Class Member's Class Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS Form W-2. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties, with 40% being allocated to penalties and 40% being allocated to interest (the "Non-Wage Portion"). The Non-Wage Portion is not subject to tax withholdings and will be reported on an IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will remove the Class Workweeks of

Non-Participating Class Members and recalculate the Individual Class Payments of the Participating Class Members based on their share of the remaining Class Workweeks.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) will be paid from the Gross Settlement Amount, with 65% (\$13,000.00) allocated to the LWDA PAGA Payment and 35% (\$7,000.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the Aggrieved Employees' 35% share of the PAGA Penalties (*i.e.*, \$7,000.00) by the total number of PAGA Pay Periods for all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each Aggrieved Employee. 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 allocated by Parties for PAGA Penalties, the Administrator will add the difference to the Net Settlement Amount. The Administrator will issue each Aggrieved Employee an IRS Form 1099 for their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENT

4.1. Class Workweeks and PAGA Pay Periods. Based on a review of its records, Defendant estimates that Class Members worked a total of 22,089 Class Workweeks from July 10, 2022, through November 17, 2024, and that Aggrieved Employees worked a total of 13,172 PAGA Pay Periods from September 23, 2023, through November 17, 2024.

4.2. Class Data. Not later than 30 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 Parties shall instruct the Administrator to 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 the Administrator's 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 they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best

efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 30 calendar days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 21 calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks or otherwise issue payments for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (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 Class 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 Class Members whose checks are returned undelivered without a USPS forwarding address. Within 10 calendar 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 if 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 Lines for Life, a nonprofit mental health awareness, support, and advocacy organization, through its Construction Suicide Prevention Partnership, a program focused on suicide prevention, mental health education, and crisis-intervention resources for workers in construction, skilled trades, and related labor-intensive industries (the “Cy Pres Recipient”), which qualifies for a cy pres distribution under Code of Civil Procedure section 384(b), as it bears a direct and substantial nexus to the interests of the Class and the nature of the claims asserted in this Action, in that Class Members performed physically demanding, outdoor, safety-sensitive work in the construction and skilled-trade labor industry, and the Cy Pres Recipient’s mission is to provide mental-health education, suicide-prevention programming, and crisis-intervention resources directed to workers in those industries. In the event the Cy Pres Recipient is not approved by the Court, the uncashed checks shall instead be distributed to the California State Controller’s Unclaimed Property Fund. The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Cy Pres Recipient.
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

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

- 5.1. Plaintiff’s General Release of All Claims. Plaintiff, on behalf of himself and his respective former and present spouse (if any), representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and forever discharge the Released Parties from any and all known and unknown claims, transactions, or occurrences under any statute, common law or contract, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Complaint, including claims for (i) failure to pay minimum wages; (ii) failure to provide accurate itemized wage statements; (iii) violation of the California Unfair Competition Law based on the failure to pay minimum wages and issue accurate wage statements; and (iv) all civil and statutory penalties, other than PAGA penalties; and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Complaint,

Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.3, below, including those premised upon the same alleged above-described claims ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2. 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 all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Complaint and ascertained in the course of the Action, including claims for (i) failure to pay minimum wages; (ii) failure to provide accurate itemized wage statements; (iii) violation of the California Unfair Competition Law based on the failure to pay minimum wages and issue accurate wage statements; and (iv) all penalties based on the failure to pay minimum wages and issue accurate wage statements that arose during the period starting on July 10, 2022, and continuing through the date of preliminary court approval of the Settlement ("Class Release Period"). 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 Release Period.

5.3. Release by All Aggrieved Employees: All Aggrieved Employees, including Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the (i) failure to pay minimum wages, and (ii) failure to provide accurate itemized wage statements, arising during the period starting on September 23,

2023, and continuing through the date of preliminary court approval of the Settlement (“PAGA Release Period”).

6. MOTION FOR PRELIMINARY APPROVAL

Plaintiff shall prepare, provide to Defense Counsel for review and input, and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for preliminary approvals.

- 6.1. Defendant’s Declaration in Support of Preliminary Approval. Within 30 calendar days of the full execution of this Agreement, Defense Counsel will deliver to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient, or that there are no such conflicts.
- 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (s)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator, and/or the proposed Cy Pres; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3), Complaint (Labor Code section 2699, subd. (s)(1)), this Agreement (Labor Code section 2699, subd. (s)(2)); (vii) a redlined version of the Parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient.
- 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval.

Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION

- 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Notice to Class Members.
- 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Class Workweeks, and PAGA Pay Periods in the Class Data.
- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice (in English and Spanish) substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class 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 three (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 Class Workweeks and/or PAGA 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 in a good faith 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 representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The 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 Paragraph 5.2, 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 Class Workweeks and PAGA Pay Periods. 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 Class Workweeks and PAGA Pay Periods 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 Class Workweeks and/or PAGA 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 Class Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel, as well as the Administrator's preliminary determination of the challenge. Defense Counsel and Class Counsel will meet and confer over the Administrator's preliminary

determination of a challenge and if they do not agree, the dispute will be submitted to the Court whose decision will be final and binding.

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 the Class Representative Service Payments.
- 7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

- 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (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 the 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 Class Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include 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. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are 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 the Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.5. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. **CLASS SIZE ESTIMATES.** Based on a review of its records as of November 16, 2025, Defendant estimates that there are 484 Class Members, 384 of whom also are Aggrieved Employees. Defendant estimates that the 484 Class Members collectively worked 22,089 total Class Workweeks during the Class Period, and the 384 Aggrieved Employees collectively worked 13,172 Pay Periods during the PAGA Period. If the actual number of Class Workweeks during the Class Period is more than 110% of this

estimate (i.e., if there are 24,298 or more workweeks worked by Class Members during the Class Period), then Defendant, at its sole discretion, will elect to either (i) increase the Gross Settlement Amount by the percentage by which the actual number of Workweeks exceeds 110% of the estimate, or (ii) cut off the Class Period and the PAGA Period as of the date the total Class Workweeks do not exceed 110% of this estimate. For example, if the total Class Workweeks are 120% more than 22,089, Defendant will choose to either (1) increase the value of the Gross Settlement Amount by 10%, or (2) cut off the Class Period and the PAGA Period to an earlier date on which the total Workweeks during the Class Period do not exceed 110% of this estimate.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (s)(2), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Class Counsel shall provide drafts of these documents to Defense Counsel not later than seven (7) 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 attempt 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 (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns, including by making mutually acceptable changes to the Agreement in an effort to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment 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.
- 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments 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 Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval

or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons and manageability of any representative aspect of the Action, 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. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect.
- 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 12.3 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 Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13. Attorneys' Fees and Costs. Each Party bears its own attorneys' fees and costs in connection with any dispute regarding interpretation, performance, or enforcement of this Agreement, except as otherwise required by statute or court order.
- 12.14. Legal Developments. Plaintiff will file motions for preliminary and final approval seeking approval of this Settlement Agreement on the terms set forth herein, unless modifications are required by the Court or applicable law. The Parties acknowledge that there may be intervening legal developments concerning the Released Claims, and agree that such developments, standing alone, will not constitute grounds to renegotiate the Settlement Amount or other material terms, except as required by the Court or applicable law.

- 12.15. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.16. Use and Return of Class Data. Information provided to Class Counsel pursuant to California 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 rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, 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.
- 12.17. 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.
- 12.18. 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.
- 12.19. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)

phaines@haineslawgroup.com

2155 Campus Drive, Suite 180

El Segundo, California 90245

Tel: (424) 292-2350

Fax: (424) 292-2355

To Defendant:

Blake R. Bertagna, Esq.

PAUL HASTINGS LLP

1920 Main Street, Suite 400

Irvine, California 92614

blakebertagna@paulhastings.com

Tel: (714) 668-6200

Fax: (714) 979-1921

12.20. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, by 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.

12.21. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation in the Action 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 Civil Procedure Code section 583.330 to extend the date to bring a case to trial under Civil Procedure Code section 583.310 for the entire period of this settlement process.

PLAINTIFF AND CLASS REPRESENTATIVE:

Dated: 14/08/2026

By: 
Ignacio Rios (Aug 14, 2026 12:06:55 PDT)
IGNACIO RIOS

CLASS COUNSEL:

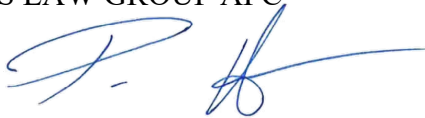
Dated: 08/14/2026

LIDMAN LAW APC

By: 
SCOTT M. LIDMAN

08/14/2026

HAINES LAW GROUP APC

By: 
PAUL K. HAINES

Dated:

DEFENDANT:

COMMUNITY TREE SERVICE, LLC

By: _____

DEFENSE COUNSEL:

Dated:

PAUL HASTINGS LLP

By: _____
BLAKE R. BERTAGNA

PLAINTIFF AND CLASS REPRESENTATIVE:

Dated:

By: _____
IGNACIO RIOS

CLASS COUNSEL:

Dated:

LIDMAN LAW APC

By: _____
SCOTT M. LIDMAN

HAINES LAW GROUP APC

By: _____
PAUL K. HAINES

Dated: Aug 18, 2026

DEFENDANT:

COMMUNITY TREE SERVICE, LLC

By: Josh Teves
Josh Teves

DEFENSE COUNSEL:

Dated:

PAUL HASTINGS LLP

By: Blake Bertagna
BLAKE R. BERTAGNA

EXHIBIT A

EXHIBIT A

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

Ignacio Rios v. Community Tree Service, LLC
(Monterey County Superior Court Case Nos. 24CV003969 and 24CV005091)

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

You may be eligible to receive money from a class and representative action against Community Tree Service, LLC (“Defendant”) for alleged violations of California wage and hour laws and for civil penalties under the California Private Attorneys General Act, Labor Code sections 2698 *et seq.* (“PAGA”).

The class action seeks relief for alleged wage and hour violations occurring during the “Class Period,” which means the period used to identify Class Members only, from July 10, 2022 through November 17, 2024.

“Class” or “Settlement Class” means all persons employed by Defendant in California in a non-exempt position who worked for Defendant during the Class Period.

The PAGA action seeks civil penalties on behalf of “Aggrieved Employees” for alleged Labor Code violations occurring during the “PAGA Period,” which means the period used to identify Aggrieved Employees only, from September 23, 2023 through November 17, 2024.

“Aggrieved Employee” means all persons employed by and who worked for Defendant in California in a non-exempt position during the PAGA Period.

The Class Period and PAGA Period are used only to identify who is included in the Settlement. The release periods are described in Sections 3.9 and 3.10 below.

Plaintiff Ignacio Rios and Defendant have reached a proposed Settlement. The proposed Settlement has two main parts: (1) a Class Settlement under which Participating Class Members may receive Individual Class Payments; and (2) a PAGA Settlement under which Aggrieved Employees may receive Individual PAGA Payments and the Labor and Workforce Development Agency (“LWDA”) will receive a payment for its share of the PAGA penalties.

Based on Defendant's records, you worked a total of [CLASS WORKWEEKS] Class Workweeks during the Class Period and [PAGA PAY PERIODS] PAGA Pay Periods during the PAGA Period. Based on those records, your estimated Individual Class Payment is \$[ESTIMATED CLASS PAYMENT] and your estimated Individual PAGA Payment is \$[ESTIMATED PAGA PAYMENT].

The actual amount you may receive may differ. If no amount is listed for your Individual PAGA Payment, Defendant’s records indicate that you did not work during the PAGA Period and are not eligible for an Individual PAGA Payment.

The Court has 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 do not act. Please read this Notice carefully.

At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Gross Settlement Amount will be paid to Plaintiff, Class Counsel, and the Settlement Administrator. The Court will also decide whether to enter Judgment requiring Defendant to make the settlement payments and requiring Class Members and Aggrieved Employees to release certain claims in exchange for the benefits provided by the Settlement.

If you are a Class Member or Aggrieved Employee, you have the following options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the Settlement. If you do nothing, you will remain a Participating Class Member, will receive an Individual Class Payment if the Settlement receives final approval, and will receive an Individual PAGA Payment if you are an Aggrieved Employee. If you do nothing, you will give up the claims described in Sections 3.9 and 3.10 below.
- (2) **Ask to Be Excluded from the Class Settlement.** You can exclude yourself from the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator. If you exclude yourself, you will not receive an Individual Class Payment, and you will keep your right to pursue your own individual or class-related claims that are otherwise covered by the Class release. If you are an Aggrieved Employee, you still will receive an Individual PAGA Payment if eligible, and you still will be bound by the PAGA release described below if the Court grants final approval. You cannot opt out of the PAGA portion of the Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You do not have to do anything to participate in the Settlement	If you do nothing, you will remain in the Class Settlement as a Participating Class Member. You will be eligible to receive an Individual Class Payment and, if you qualify as an Aggrieved Employee, an Individual PAGA Payment. In exchange, you will release the claims described in Sections 3.9 and 3.10 of this Notice.
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you do not want to participate in the Class Settlement, you may submit a signed written Request for Exclusion to the Administrator by fax, email, or mail. If you do so, you will not receive an Individual Class Payment. You cannot opt out of the PAGA portion of the Settlement. If you are an Aggrieved Employee, you will still receive an Individual PAGA Payment if eligible and will still release the PAGA claims described in Section 3.10. Non-Participating Class Members cannot object to the class action components of the Settlement.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	Only Participating Class Members may object to the class action components of the Settlement, including the requested attorneys' fees, litigation costs, administration expenses, and Plaintiff's service payment. You may submit a written objection to the Administrator by fax, email, or mail, or you may appear at the Final Approval Hearing to present an oral objection. <i>See</i> Section 7.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You may attend the Final Approval Hearing, but you do not have to. You may appear yourself or through an attorney you hire at your own expense. <i>See</i> Section 8.
You Can Challenge the Calculation of your Payment Written Challenges Must be Submitted by _____	Your estimated payments are based on the number of Class Workweeks and PAGA Pay Periods attributed to you. If you disagree with those numbers, you must notify the Administrator by fax, email, or mail by the Response Deadline. <i>See</i> Section 4.

1. WHAT IS THE ACTION ABOUT?

Plaintiff Ignacio Rios is a former employee of Defendant. In the class action, Plaintiff alleges Defendant failed to pay minimum wages, failed to provide accurate itemized wage statements, and engaged in unfair competition based on that alleged conduct. In the separate representative action, Plaintiff seeks civil penalties under PAGA based on alleged failures to pay minimum wages and to provide accurate itemized wage statements.

Plaintiff is represented by attorneys Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law APC, and Paul K. Haines of Haines Law Group, APC (collectively, "Class Counsel").

Defendant denies all of Plaintiff's allegations, denies that it violated any law, and denies that it owes any wages, penalties, damages, restitution, attorneys' fees, or other relief.

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

The Court has made no determination about the merits of Plaintiff's claims or Defendant's defenses. Plaintiff and Defendant exchanged information, investigated the claims and defenses, and participated in mediation. They then agreed to settle the Action to avoid the burden, expense, and uncertainty of continuing the litigation.

By agreeing to settle, Defendant does not admit liability or wrongdoing. Plaintiff and Class Counsel believe the Settlement is fair, reasonable, and adequate in light of the risks and uncertainty of further litigation.

The Court preliminarily approved the proposed Settlement, authorized this Notice, and scheduled a hearing to determine whether to grant final approval.

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

1. Defendant will pay \$350,000 as the Gross Settlement Amount. Defendant has agreed to pay a Gross Settlement Amount of \$350,000. Defendant will also separately pay the employer-side payroll taxes owed on the wage portion of the Individual Class Payments. No portion of the Gross Settlement Amount will revert to Defendant, and Class Members do not need to submit claims to receive payment. If the Court grants final approval and the Judgment becomes final, Defendant will fund the Gross Settlement Amount no later than 30 calendar days after the Settlement becomes effective. Within 21 calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail settlement payments.

2. Court-Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following payments from the Gross Settlement Amount:

- a. Attorneys' Fees: Up to 35% of the Gross Settlement Amount, or \$122,500, to Class Counsel.
- b. Litigation Costs: Up to \$25,000 to Class Counsel for litigation expenses.
- c. Plaintiff Service Payment: Up to \$10,000 to Plaintiff Ignacio Rios for his service as Class Representative.
- d. Settlement Administration Expenses: Up to \$9,500 to Phoenix Settlement Administrators for administering the Settlement.
- e. PAGA Settlement Amount: \$20,000 allocated to settle PAGA civil penalties, of which \$13,000 (65%) will be paid to the LWDA and \$7,000 (35%) will be distributed to Aggrieved Employees as Individual PAGA Payments.

The Court may approve less than the amounts requested. Any amount not awarded by the Court from these requested payments will remain in or be added back to the Net Settlement Amount available for Participating Class Members. Participating Class Members may object to the requested payments.

3. Net Settlement Amount Distributed to Class Members. After deduction of the Court-approved payments described above, the remainder of the Gross Settlement Amount will form the Net Settlement Amount. The Administrator will distribute the Net Settlement Amount to Participating Class Members on a pro rata basis according to the number of Class Workweeks worked by each Participating Class Member during the Class Period compared with the total number of Class Workweeks worked by all Participating Class Members. If you timely exclude yourself from the Class Settlement, you will not receive an Individual Class Payment, and your Class Workweeks will be removed from the calculation used to determine the Individual Class Payments owed to Participating Class Members.

4. Taxes Owed on Payments to Class Members. Twenty percent (20%) of each Individual Class Payment will be treated as wages (“Wage Portion”), subject to applicable tax withholding and reported on IRS Form W-2. The remaining eighty percent (80%) of each Individual Class Payment will be treated as non-wages, with 40% allocated to penalties and 40% allocated to interest (“Non-Wage Portion”), and reported on IRS Form 1099. Individual PAGA Payments will be treated as penalties and reported on IRS Form 1099. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel is providing you with tax advice. You are responsible for any taxes you may owe. You may wish to consult a tax advisor.

5. Need to Promptly Cash Payment Checks. Each settlement check will be valid for 180 days after the date it is mailed. The void date will be printed on the face of the check. If you do not cash your check before it becomes void, the check will be canceled.

Any money represented by an uncashed and canceled settlement check will be sent to Lines for Life, through its Construction Suicide Prevention Partnership, unless the Court does not approve that recipient. If the Court does not approve that recipient, the money will instead be sent to the California State Controller's Unclaimed Property Fund.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member and will participate in the Class Settlement unless you submit a valid and timely signed written Request for Exclusion to the Administrator by fax, email, or mail no later than [RESPONSE DEADLINE]. If your Notice was re-mailed to you after being returned undeliverable, your deadline will be extended by 14 calendar days.

A Request for Exclusion should reasonably communicate your desire to be excluded from the Class Settlement and should include your name, address, and email address or telephone number. A simple signed statement that you want to be excluded from the Class Settlement is sufficient. The Administrator will determine the validity of Requests for Exclusion.

If you submit a valid and timely Request for Exclusion, you will be a Non-Participating Class Member. You will not receive an Individual Class Payment, and you will not be able to object to the class action components of the Settlement. If you are an Aggrieved Employee, you

will still receive an Individual PAGA Payment if eligible and will still be bound by the PAGA release described in Section 3.10.

You cannot opt out of the PAGA portion of the Settlement.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. If the Court does not grant final approval, if Judgment is not entered, or if Judgment is reversed or materially modified on appeal in a way that requires material changes to the Settlement, the Settlement will be void.

In addition, if more than 10% of the Class Members submit valid Requests for Exclusion, Defendant may elect to withdraw from the Settlement. If Defendant withdraws, the Settlement will be void, although Defendant will remain responsible for settlement administration expenses incurred up to that point.

8. Administrator. The Court has appointed Phoenix Settlement Administrators as the Settlement Administrator (“Administrator”). The Administrator is responsible for mailing this Notice, processing Requests for Exclusion, objections, and challenges, calculating and issuing payments, re-mailing notices and checks when appropriate, maintaining a website, email address, and toll-free telephone number for the Settlement, and performing other tasks required to administer the Settlement.

The Administrator’s contact information is listed in Section 9 below.

9. Participating Class Members’ Release. “Released Parties” means Defendant and each of its former and present parents, subsidiaries, and affiliates, and their directors, officers, employees, shareholders, owners, and agents, and the current and former predecessors, successors, assigns, attorneys, and insurers of all such entities and individuals.

After the Settlement becomes effective and Defendant fully funds the Gross Settlement Amount and employer payroll taxes, Participating Class Members will release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Complaint and ascertained in the course of the Action, including claims for: (i) failure to pay minimum wages; (ii) failure to provide accurate itemized wage statements; (iii) violation of California's Unfair Competition Law based on the alleged failure to pay minimum wages and issue accurate wage statements; and (iv) all penalties based on the alleged failure to pay minimum wages and issue accurate wage statements, arising during the period from July 10, 2022 through the date of preliminary court approval of the Settlement (the “Class Release Period”).

Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, discrimination, harassment, retaliation, claims under the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, claims that cannot be released as a matter of law, or claims based on facts occurring outside the Class Release Period.

10. PAGA Release by Aggrieved Employees (Including Those Who Opt Out of the Class Settlement). After the Settlement becomes effective and Defendant fully funds the Gross

Settlement Amount and employer payroll taxes, all Aggrieved Employees, including Non-Participating Class Members, will release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on: (i) failure to pay minimum wages; and (ii) failure to provide accurate itemized wage statements, arising during the period from September 23, 2023 through the date of preliminary court approval of the Settlement (the “PAGA Release Period”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

2. Individual PAGA Payments. If you are an Aggrieved Employee, the Administrator will calculate your Individual PAGA Payment by: (a) dividing the Aggrieved Employees’ 35% share of the PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and (b) multiplying that result by the number of PAGA Pay Periods attributed to you during the PAGA Period.

3. Challenges to Number of Class Workweeks and PAGA Pay Periods. You have 60 days after the Administrator mails this Notice to challenge the number of Class Workweeks and/or PAGA Pay Periods attributed to you. If this Notice was re-mailed to you after being returned undeliverable, your deadline will be extended by 14 calendar days.

You may submit a challenge by fax, email, or mail to the Administrator. You are encouraged to include any documents supporting your position. Unless you provide contrary documentation, the Administrator may rely on Defendant's records so long as those records are consistent with the Class Data.

The Administrator will share challenges with Class Counsel and Defense Counsel. If counsel cannot resolve a dispute, the issue will be submitted to the Court, and the Court's decision will be final.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will mail a check by first-class U.S. mail to each Participating Class Member. If you are both a Participating Class Member and an Aggrieved Employee, the Administrator may send you one combined check covering both your Individual Class Payment and your Individual PAGA Payment.

2. Non-Participating Class Members Who Are Aggrieved Employees. If you exclude yourself from the Class Settlement but are an Aggrieved Employee, the Administrator will mail your Individual PAGA Payment to you by first-class U.S. mail.

Before mailing checks, the Administrator will update mailing addresses through the National Change of Address database. If your check is returned as undeliverable and there is no forwarding address, the Administrator will conduct an address search and re-mail the check to a

better address if one is found. The Administrator will promptly issue a replacement check if you request one before the check becomes void.

Your check will be mailed to the same address used for this Notice unless you timely update your address with the Administrator.

6. HOW DO I EXCLUDE MYSELF FROM THE CLASS SETTLEMENT?

If you choose to exclude yourself from the Class Settlement, you must submit a signed written Request for Exclusion to the Administrator by fax, email, or mail no later than **[RESPONSE DEADLINE]**, or, if your Notice was re-mailed to you, by your extended deadline.

Your Request for Exclusion should state that you want to be excluded from the Settlement in *Ignacio Rios v. Community Tree Service, LLC*, Monterey County Superior Court Case Nos. **24CV003969 and 24CV005091**. It should include your name, current address, and email address or telephone number. A simple signed statement that you want to be excluded from the Class Settlement is enough.

Send your Request for Exclusion to the Administrator at the contact information listed in Section 9.

You cannot opt out of the PAGA portion of the Settlement.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the class action components of the Settlement.

At least 16 court days before the Final Approval Hearing, Class Counsel will file: (1) a Motion for Final Approval of the Settlement; and (2) a motion requesting attorneys' fees, litigation expenses, and Plaintiff's service payment.

These documents will be available on the Administrator's website listed in Section 9 below. You may also request copies from Class Counsel at no cost.

If you are a Participating Class Member and disagree with any class-action component of the Settlement, including the requested attorneys' fees, litigation expenses, administration expenses, or service payment, you may submit a written objection to the Administrator by fax, email, or mail no later than **[RESPONSE DEADLINE]**. If your Notice was re-mailed to you, your deadline will be extended by 14 calendar days.

Your written objection should state what you object to, why you object, and any facts that support your objection. Please include your name, current address, telephone number or email address, approximate dates of employment with Defendant, and your signature. Please also identify the Action as *Ignacio Rios v. Community Tree Service, LLC*, Monterey County Superior Court Case Nos. **24CV003969 and 24CV005091**.

Instead of sending a written objection, you may appear at the Final Approval Hearing and present an oral objection. You may also hire an attorney, at your own expense, to appear for you.

Non-Participating Class Members cannot object to the class action components of the Settlement.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

Yes. The Final Approval Hearing is scheduled for [HEARING DATE] at [TIME] in Department [DEPARTMENT] of the Monterey County Superior Court, located at [COURTHOUSE ADDRESS].

At the hearing, the Court will decide whether to grant final approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court may also consider any objections.

You do not have to attend the hearing to receive money under the Settlement. You may attend personally or through an attorney you hire at your own expense. Information about whether remote appearances are permitted, and any updated hearing information, should be obtained from the Court's website or the Administrator's website before the hearing.

The Court may reschedule the Final Approval Hearing without further mailed notice. You should check the Administrator's website or contact Class Counsel if you want to confirm the hearing date, time, or location.

9. HOW CAN I GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. The full Settlement Agreement controls. You may read the Settlement Agreement, the preliminary approval papers, the motion for final approval, the motion for attorneys' fees, costs, and service payment, the final approval order, and the judgment on the Administrator's website.

You may also contact Class Counsel or the Administrator:

Class Counsel:
LIDMAN LAW APC
Scott M. Lidman
Milan Moore
Tiara Gose-Hardy
2155 Campus Drive, Suite 150
El Segundo, California 90245
Telephone: (424) 322-4772
Email: slidman@lidmanlaw.com; mmoore@lidmanlaw.com; tgose@lidmanlaw.com

HAINES LAW GROUP, APC
Paul K. Haines
2155 Campus Drive, Suite 180
El Segundo, California 90245

Telephone: (424) 292-2350
Email: phaines@haineslawgroup.com

Settlement Administrator:
Phoenix Settlement Administrators
Mailing Address: [ADMIN ADDRESS]
Telephone: [ADMIN TOLL-FREE NUMBER]
Email: [ADMIN EMAIL]
Fax: [ADMIN FAX]
Website: [ADMIN WEBSITE]

You may also review public filings at the Monterey County Superior Court or through the Court's online portal: [COURT WEBSITE / CLERK INFORMATION]

Do not contact the Court for information about the Settlement.

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will send you a replacement check if you request one before the void date printed on the original check.

11. WHAT IF I CHANGE MY ADDRESS?

If you move or change your mailing address, promptly notify the Administrator so your Notice and settlement payment can be mailed to the correct address.

EXHIBIT C

EXHIBIT C

**AVISO APROBADO POR EL TRIBUNAL SOBRE LA CONCILIACIÓN DE LA
ACCIÓN COLECTIVA Y FECHA DE LA AUDIENCIA DE APROBACIÓN
DEFINITIVA DEL TRIBUNAL**

Ignacio Rios c. Community Tree Service, LLC

*(Números de expediente del Tribunal Superior del Condado de Monterey: 24CV003969 y
24CV005091)*

El Tribunal Superior del Estado de California ha autorizado este Aviso. Léalo con atención. No se trata de correo basura, spam, publicidad ni de una oferta de servicios por parte de un abogado. No se le está demandando.

Es posible que usted tenga derecho a recibir una indemnización en el marco de una acción colectiva y representativa contra Community Tree Service, LLC (“Demandado”) por presuntas violaciones de las leyes de California en materia de salarios y horas de trabajo, así como por sanciones civiles en virtud de la Ley de Fiscales Generales Privados de California, secciones 2698 y siguientes del Código Laboral (“PAGA” por sus siglas en inglés).

La acción colectiva busca una reparación por presuntas violaciones de las leyes de salarios y horas de trabajo ocurridas durante el “Período de la Acción Colectiva”, lo que significa el período utilizado únicamente para identificar a los Miembros del Grupo, desde el 10 de julio de 2022 hasta el 17 de noviembre de 2024.

“Grupo” o “Grupo de la Conciliación” se refiere a todas las personas empleadas por el Demandado en California en un puesto no exento que trabajaron para el Demandado durante el Período de la Acción Colectiva.

La acción bajo la Ley PAGA busca sanciones civiles en nombre de los “Empleados Perjudicados” por presuntas violaciones del Código Laboral ocurridas durante el “Período de la Ley PAGA”, lo que significa el período utilizado únicamente para identificar a los Empleados Perjudicados, desde el 23 de septiembre de 2023 hasta el 17 de noviembre de 2024.

“Empleado Perjudicado” se refiere a todas las personas empleadas por el Demandado y que trabajaron para él en California en un puesto no exento durante el Período de la Ley PAGA.

El Período de la Acción Colectiva y el Período de la Ley PAGA se utilizan únicamente para identificar quiénes están incluidos en la Conciliación. Los períodos de liberación se describen en las Secciones 3.9 y 3.10 a continuación.

El Demandante Ignacio Rios y el Demandado han llegado a una Conciliación propuesta. La Conciliación propuesta consta de dos partes principales: (1) una Conciliación de la Acción Colectiva en virtud de la cual los Miembros Participantes del Grupo pueden recibir Pagos Individuales de la Acción Colectiva; y (2) una Conciliación bajo la Ley PAGA en virtud de la cual los Empleados Perjudicados pueden recibir Pagos Individuales bajo la Ley PAGA y la Agencia de Desarrollo Laboral y de la Fuerza Laboral (“LWDA” por sus siglas en inglés) recibirá un pago por su parte de las sanciones bajo la Ley PAGA.

Según los registros del Demandado, usted trabajó un total de [SEMANAS DE TRABAJO DE LA ACCIÓN COLECTIVA] Semanas de Trabajo de la Acción Colectiva durante el Período de la Acción Colectiva y [PERÍODOS DE PAGO BAJO LA LEY PAGA] Períodos de Pago bajo la Ley PAGA durante el Período de la Ley PAGA. Según esos registros, su Pago Individual de la Acción Colectiva estimado es de \$[PAGO DE LA ACCIÓN COLECTIVA ESTIMADO] y su Pago Individual bajo la Ley PAGA estimado es de \$[PAGO BAJO LA LEY PAGA ESTIMADO].

El monto real que reciba puede ser diferente. Si no se indica ningún monto para su Pago Individual bajo la Ley PAGA, los registros del Demandado indican que usted no trabajó durante el Período de la Ley PAGA y no es elegible para un Pago Individual bajo la Ley PAGA.

El Tribunal ha aprobado preliminarmente la Conciliación propuesta y ha aprobado este Aviso. El Tribunal aún no ha decidido si concederá la aprobación definitiva. Sus derechos legales se ven afectados tanto si actúa como si no lo hace. Lea atentamente este Aviso.

En la Audiencia de Aprobación Definitiva, el Tribunal decidirá si aprueba definitivamente la Conciliación y qué parte del Monto Bruto de la Conciliación se pagará al Demandante, a los Abogados del Grupo y al Administrador de la Conciliación. El Tribunal también decidirá si registra una Sentencia que obligue al Demandado a realizar los pagos de la conciliación y que exija a los Miembros del Grupo y a los Empleados Perjudicados que renuncien a ciertas reclamaciones a cambio de los beneficios proporcionados por la Conciliación.

Si usted es un Miembro del Grupo o un Empleado Perjudicado, tiene las siguientes opciones en virtud de la Conciliación:

- (1) **No hacer nada.** No tiene que hacer nada para participar en la Conciliación. Si no hace nada, seguirá siendo un Miembro Participante del Grupo, recibirá un Pago Individual de la Acción Colectiva si la Conciliación recibe la aprobación definitiva y recibirá un Pago Individual bajo la Ley PAGA si es un Empleado Perjudicado. Si no hace nada, renunciará a las reclamaciones descritas en las Secciones 3.9 y 3.10 a continuación.
- (2) **Solicitar ser excluido de la Conciliación de la Acción Colectiva.** Puede excluirse de la Conciliación de la Acción Colectiva presentando una Solicitud de Exclusión válida y oportuna al Administrador. Si se excluye, no recibirá un Pago Individual de la Acción Colectiva y conservará su derecho a presentar sus propias reclamaciones individuales o relacionadas con el grupo que, de otro modo, estarían cubiertas por la liberación otorgada por el Grupo. Si usted es un Empleado Perjudicado, seguirá recibiendo un Pago Individual bajo la Ley PAGA si cumple los requisitos, y seguirá estando sujeto a la liberación bajo la Ley PAGA que se describe a continuación si el Tribunal concede la aprobación definitiva. No puede excluirse de la parte de la Conciliación relativa a la Ley PAGA.

El Demandado no tomará represalias contra usted por ninguna acción que emprenda con respecto a la Conciliación propuesta.

RESUMEN DE SUS DERECHOS LEGALES Y OPCIONES EN ESTA CONCILIACIÓN

No tiene que hacer nada para participar en la Conciliación	Si no hace nada, permanecerá en la Conciliación de la Acción Colectiva como Miembro Participante del Grupo. Usted tendrá derecho a recibir un Pago Individual de la Acción Colectiva y, si reúne los requisitos como Empleado Perjudicado, un Pago Individual bajo la Ley PAGA. A cambio, usted renunciará a las reclamaciones descritas en las Secciones 3.9 y 3.10 de este Aviso.
Usted puede excluirse de la Conciliación de la Acción Colectiva, pero no de la Conciliación bajo la Ley PAGA La fecha límite para excluirse es _____	Si no desea participar en la Conciliación de la Acción Colectiva, puede enviar una Solicitud de Exclusión firmada por escrito al Administrador por fax, correo electrónico o correo postal. Si lo hace, no recibirá un Pago Individual de la Acción Colectiva. No puede excluirse de la parte de la Conciliación correspondiente a la Ley PAGA. Si es un Empleado Perjudicado, seguirá recibiendo un Pago Individual bajo la Ley PAGA si cumple los requisitos y seguirá renunciando a las reclamaciones bajo la Ley PAGA descritas en la Sección 3.10. Los Miembros No Participantes del Grupo no pueden oponerse a los componentes de la acción colectiva de la Conciliación.
Los Miembros Participantes del Grupo pueden oponerse a la Conciliación de la Acción Colectiva, pero no a la Conciliación bajo la Ley PAGA Las objeciones por escrito deben presentarse antes del _____	Solo los Miembros Participantes del Grupo pueden oponerse a los componentes de la acción colectiva de la Conciliación, incluidos los honorarios de abogados solicitados, los gastos del litigio, los gastos de administración y el pago por servicios del Demandante. Puede presentar una objeción por escrito al Administrador por fax, correo electrónico o correo postal, o puede comparecer en la Audiencia de Aprobación Definitiva para presentar una objeción oral. Véase la Sección 7.
Usted puede participar en la Audiencia de Aprobación Definitiva de _____	La Audiencia de Aprobación Definitiva del Tribunal está programada para el día _____. Usted puede asistir a la Audiencia de Aprobación Definitiva, pero no está obligado a hacerlo. Puede comparecer personalmente o a través de un abogado que contrate por su cuenta. Véase la Sección 8.

Puede impugnar el cálculo de su pago Las impugnaciones por escrito deben presentarse antes del _____	Sus pagos estimados se basan en el número de Semanas de Trabajo de la Acción Colectiva y de Períodos de Pago bajo la Ley PAGA que se le atribuyen. Si no está de acuerdo con esas cifras, debe notificarlo al Administrador por fax, correo electrónico o correo postal antes de la Fecha Límite de Respuesta. <i>Véase</i> la Sección 4.
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1. ¿DE QUÉ TRATA LA ACCIÓN?

El Demandante Ignacio Rios es un antiguo empleado del Demandado. En la acción colectiva, el Demandante alega que el Demandado no pagó el salario mínimo, no proporcionó estados de cuenta de salario detallados y precisos, e incurrió en competencia desleal basada en esa supuesta conducta. En la acción representativa separada, el Demandante solicita sanciones civiles en virtud de la Ley PAGA basadas en los supuestos incumplimientos de pagar el salario mínimo y de proporcionar estados de cuenta de salario detallados y precisos.

El Demandante está representado por los abogados Scott M. Lidman, Milan Moore, y Tiara Gose-Hardy de Lidman Law APC, y Paul K. Haines de Haines Law Group, APC (en conjunto, “Abogados del Grupo”).

El Demandado niega todas las alegaciones del Demandante, niega haber infringido ninguna ley y niega que adeude salarios, sanciones, daños y perjuicios, restitución, honorarios de abogados u otra reparación.

2. ¿QUÉ SIGNIFICA QUE LA ACCIÓN SE HAYA RESUELTO MEDIANTE CONCILIACIÓN?

El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones del Demandante ni sobre las defensas del Demandado. El Demandante y el Demandado intercambiaron información, investigaron las reclamaciones y las defensas, y participaron en la mediación. A continuación, acordaron resolver la Acción para evitar la carga, los gastos y la incertidumbre que supone continuar con el litigio.

Al aceptar llegar a un acuerdo, el Demandado no admite responsabilidad ni conducta indebida. El Demandante y los Abogados del Grupo consideran que la Conciliación es justa, razonable y adecuada a la luz de los riesgos y la incertidumbre que conlleva continuar con el litigio.

El Tribunal aprobó de manera preliminar la Conciliación propuesta, autorizó este Aviso y programó una audiencia para determinar si concede la aprobación definitiva.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DE LA CONCILIACIÓN PROPUESTA?

1. El Demandado pagará 350,000 dólares como Monto Bruto de la Conciliación. El Demandado ha acordado pagar un Monto Bruto de la Conciliación de 350,000 dólares. El Demandado también pagará por separado los impuestos sobre la nómina a cargo del empleador que se adeudan sobre la parte salarial de los Pagos Individuales de la Acción Colectiva. Ninguna parte del Monto Bruto de la Conciliación revertirá al Demandado, y los Miembros del Grupo no necesitan presentar reclamaciones para recibir el pago. Si el Tribunal concede la aprobación definitiva y la Sentencia se convierte en firme, el Demandado abonará el Monto Bruto de la Conciliación a más tardar 30 días naturales después de que la Conciliación entre en vigor. En un plazo de 21 días naturales después de que el Demandado abone el Monto Bruto de la Conciliación, el Administrador enviará por correo los pagos de la conciliación.

2. Deducciones del Monto Bruto de la Conciliación aprobadas por el Tribunal. En la Audiencia de Aprobación Definitiva, el Demandante y/o los Abogados del Grupo solicitarán al Tribunal que apruebe los siguientes pagos con cargo al Monto Bruto de la Conciliación:

- a. Honorarios de abogados: Hasta el 35 % del Monto Bruto de la Conciliación, o 122,500 dólares, para los Abogados del Grupo.
- b. Gastos del litigio: Hasta 25,000 dólares para los Abogados del Grupo en concepto de gastos del litigio.
- c. Pago por los servicios del Demandante: Hasta 10,000 dólares para el Demandante Ignacio Rios por sus servicios como Representante del Grupo.
- d. Gastos de administración de la Conciliación: Hasta 9,500 dólares a Phoenix Settlement Administrators por administrar la Conciliación.
- e. Monto de la Conciliación bajo la Ley PAGA: 20,000 dólares asignados para liquidar las sanciones civiles bajo la Ley PAGA, de los cuales 13,000 dólares (65 %) se pagarán a la LWDA y 7,000 dólares (35 %) se distribuirán a los Empleados Perjudicados como Pagos Individuales bajo la Ley PAGA.

El Tribunal puede aprobar montos inferiores a los solicitados. Cualquier monto no concedido por el Tribunal de estos pagos solicitados permanecerá en el Monto Neto de la Conciliación disponible para los Miembros Participantes del Grupo o se volverá a añadir a este. Los Miembros Participantes del Grupo pueden oponerse a los pagos solicitados.

3. Monto Neto de la Conciliación distribuido a los Miembros del Grupo. Tras la deducción de los pagos aprobados por el Tribunal descritos anteriormente, el resto del Monto Bruto de la Conciliación constituirá el Monto Neto de la Conciliación. El Administrador distribuirá el Monto Neto de la Conciliación entre los Miembros Participantes del Grupo de forma prorrateada, de acuerdo con el número de Semanas de Trabajo de la Acción Colectiva trabajadas por cada Miembro Participante del Grupo durante el Período de la Acción Colectiva, en comparación con el número total de Semanas de Trabajo de la Acción Colectiva trabajadas por todos los Miembros Participantes del Grupo. Si se excluye a tiempo de la Conciliación de la Acción Colectiva, no recibirá un Pago Individual de la Acción Colectiva, y sus Semanas de Trabajo de la Acción Colectiva se eliminarán del cálculo utilizado para determinar los Pagos Individuales del Grupo adeudados a los Miembros Participantes del Grupo.

4. Impuestos adeudados sobre los pagos a los Miembros del Grupo. El veinte por ciento (20 %) de cada Pago Individual de la Acción Colectiva se considerará salario (“Porción Salarial”), y estará sujeto a la retención de impuestos aplicable y se declarará en el formulario W-2 del IRS. El ochenta por ciento (80 %) restante de cada Pago Individual de la Acción Colectiva se considerará como no salarial, con un 40 % destinado a sanciones y un 40 % destinado a intereses (“Porción No Salarial”), y se declarará en el formulario 1099 del IRS. Los Pagos Individuales bajo la Ley PAGA se considerarán sanciones y se declararán en el formulario 1099 del IRS. Ni el Demandante, ni los Abogados del Grupo, ni el Demandado, ni el Abogado del Demandado le están brindando asesoramiento fiscal. Usted es responsable de cualquier impuesto que pueda adeudar. Es posible que desee consultar a un asesor fiscal.

5. Necesidad de cobrar los cheques de pago sin demora. Cada cheque emitido en virtud de la conciliación tendrá una validez de 180 días a partir de la fecha de su envío por correo. La fecha de caducidad aparecerá impresa en el anverso del cheque. Si no cobra su cheque antes de que caduque, este quedará anulado.

Cualquier dinero correspondiente a un cheque emitido en virtud de la conciliación no cobrado y anulado se enviará a Lines for Life, a través de su Construction Suicide Prevention Partnership, a menos que el Tribunal no apruebe a dicho destinatario. Si el Tribunal no aprueba a dicho destinatario, el dinero se enviará en su lugar al Fondo de Bienes No Reclamados del Contralor del Estado de California.

6. Solicitudes de Exclusión de la Conciliación de la Acción Colectiva (exclusiones voluntarias). Se le considerará Miembro Participante del Grupo y participará en la Conciliación de la Acción Colectiva a menos que presente una Solicitud de Exclusión válida y firmada a tiempo al Administrador por fax, correo electrónico o correo postal a más tardar el [FECHA LÍMITE DE RESPUESTA]. Si su Aviso le fue reenviado por correo después de haber sido devuelta por no haberse podido entregar, su fecha límite se prorrogará por 14 días naturales.

Una Solicitud de Exclusión debe comunicar de manera razonable su deseo de ser excluido de la Conciliación de la Acción Colectiva y debe incluir su nombre, dirección y dirección de correo electrónico o número de teléfono. Basta con una simple declaración firmada en la que indique que desea ser excluido de la Conciliación de la Acción Colectiva. El Administrador determinará la validez de las Solicitudes de Exclusión.

Si presenta una Solicitud de Exclusión válida y dentro del plazo establecido, será considerado un Miembro No Participante del Grupo. No recibirá un Pago Individual de la Acción Colectiva y no podrá oponerse a los componentes de la acción colectiva de la Conciliación. Si es un Empleado Perjudicado, seguirá recibiendo un Pago Individual bajo la Ley PAGA si cumple los requisitos y seguirá estando sujeto a la liberación bajo la Ley PAGA descrita en la Sección 3.10.

No puede excluirse de la parte de la Ley PAGA de la Conciliación.

7. La Conciliación propuesta quedará sin efecto si el Tribunal deniega la Aprobación Definitiva. Si el Tribunal no concede la aprobación definitiva, si no se registra una Sentencia, o

si la Sentencia es revocada o modificada sustancialmente en apelación de tal manera que requiera cambios sustanciales en la Conciliación, la Conciliación quedará sin efecto.

Además, si más del 10 % de los Miembros del Grupo presentan Solicitudes de Exclusión válidas, el Demandado podrá optar por retirarse de la Conciliación. Si el Demandado se retira, la Conciliación quedará sin efecto, aunque el Demandado seguirá siendo responsable de los gastos de administración de la conciliación incurridos hasta ese momento.

8. Administrador. El Tribunal ha designado a Phoenix Settlement Administrators como Administrador de la Conciliación (“Administrador”). El Administrador es responsable de enviar por correo este Aviso, tramitar las Solicitudes de Exclusión, las objeciones y las impugnaciones, calcular y emitir los pagos, reenviar avisos y cheques cuando sea apropiado, mantener un sitio web, una dirección de correo electrónico y un número de teléfono gratuito para la Conciliación, y realizar otras tareas necesarias para administrar la Conciliación.

La información de contacto del Administrador figura en la Sección 9 a continuación.

9. Liberación otorgada por los Miembros Participantes del Grupo. Por “Partes Liberadas” se entiende el Demandado y cada una de sus sociedades matrices, subsidiarias y afiliadas, tanto actuales como anteriores, así como sus directores, funcionarios, empleados, accionistas, propietarios y agentes, y los predecesores, sucesores, cesionarios, abogados y aseguradoras, tanto actuales como anteriores, de todas esas entidades y personas.

Una vez que la Conciliación entre en vigor y el Demandado haya abonado íntegramente el Monto Bruto de la Conciliación y los impuestos sobre la nómina del empleador, los Miembros Participantes del Grupo liberan a las Partes Liberadas de todas las reclamaciones que se alegaron, o que razonablemente podrían haberse alegado, basadas en los hechos del Período de la Acción Colectiva expuestos en la Demanda y comprobados en el curso de la Acción, incluidas las reclamaciones por: (i) incumplimiento del pago del salario mínimo; (ii) incumplimiento de la obligación de proporcionar estados de cuenta de salario detallados y precisos; (iii) la violación de la Ley de Competencia Desleal de California basada en el supuesto incumplimiento del pago del salario mínimo y de la obligación de emitir estados de cuenta de salario precisos; y (iv) todas las sanciones basadas en el supuesto incumplimiento del pago del salario mínimo y la emisión de estados de cuenta de salario precisos, que surjan durante el período comprendido entre el 10 de julio de 2022 y la fecha de la aprobación preliminar de la Conciliación por parte del tribunal (el “Período de Liberación de la Acción Colectiva”).

Los Miembros Participantes del Grupo no renuncian a ninguna otra reclamación, incluidas las reclamaciones por prestaciones adquiridas, despido improcedente, discriminación, acoso, represalias, reclamaciones en virtud de la Ley de Empleo y Vivienda Justos, seguro de desempleo, discapacidad, seguridad social, indemnización por accidentes de trabajo, reclamaciones que no puedan ser objeto de renuncia por imperativo legal, o reclamaciones basadas en hechos ocurridos fuera del Período de Liberación de la Acción Colectiva.

10. Liberación bajo la Ley PAGA por parte de los Empleados Perjudicados (incluidos aquellos que se excluyen de la Conciliación de la Acción Colectiva). Una vez que la Conciliación entre en vigor y el Demandado haya abonado íntegramente el Monto Bruto de la

Conciliación y los impuestos sobre la nómina del empleador, todos los Empleados Perjudicados, incluidos los Miembros No Participantes del Grupo, liberarán a las Partes Liberadas de todas las reclamaciones por sanciones bajo la Ley PAGA que se alegaron, o que razonablemente podrían haberse alegado, basadas en: (i) el incumplimiento del pago del salario mínimo; y (ii) incumplimiento de la obligación de proporcionar estados de cuenta de salario detallados y precisos, que hayan surgido durante el período comprendido entre el 23 de septiembre de 2023 y la fecha de la aprobación preliminar de la Conciliación por parte del tribunal (el “Período de Liberación de la Ley PAGA”).

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

1. Pagos Individuales de la Acción Colectiva. El Administrador calculará cada Pago Individual de la Acción Colectiva: (a) dividiendo el Monto Neto de la Conciliación entre el número total de Semanas de Trabajo de la Acción Colectiva trabajadas por todos los Miembros Participantes del Grupo; y (b) multiplicando ese resultado por el número de Semanas de Trabajo de la Acción Colectiva atribuidas a cada Miembro Participante del Grupo.

2. Pagos Individuales bajo la Ley PAGA. Si usted es un Empleado Perjudicado, el Administrador calculará su Pago Individual bajo la Ley PAGA: (a) dividiendo la participación de los Empleados Perjudicados del 35 % de las Sanciones bajo la Ley PAGA entre el número total de Períodos de Pago bajo la Ley PAGA trabajados por todos los Empleados Perjudicados; y (b) multiplicando ese resultado por el número de Períodos de Pago bajo la Ley PAGA que se le atribuyen durante el Período de la Ley PAGA.

3. Impugnaciones del número de Semanas de Trabajo de la Acción Colectiva y de los Períodos de Pago bajo la Ley PAGA. Dispone de 60 días a partir de la fecha en que el Administrador envíe por correo este Aviso para impugnar el número de Semanas de Trabajo de la Acción Colectiva y/o los Períodos de Pago bajo la Ley PAGA que se le atribuyen. Si este Aviso le fue reenviado por correo después de haber sido devuelto por no haberse podido entregar, su plazo se prorrogará por 14 días naturales.

Puede presentar una impugnación por fax, correo electrónico o correo postal al Administrador. Se le recomienda incluir cualquier documento que respalde su postura. A menos que usted proporcione documentación en contrario, el Administrador podrá basarse en los registros del Demandado siempre que dichos registros sean coherentes con los Datos del Grupo.

El Administrador compartirá las impugnaciones con los Abogados del Grupo y el Abogado del Demandado. Si los abogados no logran resolver una controversia, el asunto se someterá al Tribunal, y la decisión del Tribunal será definitiva.

5. ¿CÓMO RECIBIRÉ EL PAGO?

1. Miembros Participantes del Grupo. El Administrador enviará por correo de primera clase de los Estados Unidos un cheque a cada Miembro Participante del Grupo. Si usted es tanto Miembro Participante del Grupo como Empleado Perjudicado, el Administrador podrá enviarle un cheque combinado que cubra tanto su Pago Individual de la Acción Colectiva como su Pago Individual bajo la Ley PAGA.

2. Miembros No Participantes del Grupo que sean Empleados Perjudicados. Si se excluye de la Conciliación de la Acción Colectiva pero es un Empleado Perjudicado, el Administrador le enviará por correo su Pago Individual bajo la Ley PAGA mediante correo de primera clase de los Estados Unidos.

Antes de enviar los cheques, el Administrador actualizará las direcciones postales a través de la Base de Datos Nacional de Cambios de Dirección. Si su cheque es devuelto por no haberse podido entregar y no hay una dirección de reenvío, el Administrador realizará una búsqueda de la dirección y volverá a enviar el cheque a una dirección más adecuada, si la encuentra. El Administrador emitirá de inmediato un cheque de reemplazo si usted lo solicita antes de que el cheque caduque.

Su cheque se enviará por correo a la misma dirección utilizada para este Aviso, a menos que actualice su dirección oportunamente con el Administrador.

6. ¿CÓMO PUEDO EXCLUIRME DE LA CONCILIACIÓN DE LA ACCIÓN COLECTIVA?

Si decide excluirse de la Conciliación de la Acción Colectiva, debe presentar una Solicitud de Exclusión firmada por escrito al Administrador por fax, correo electrónico o correo postal a más tardar el [FECHA LÍMITE DE RESPUESTA] o, si se le reenvió su Aviso, antes de la fecha límite prorrogada.

Su Solicitud de Exclusión debe indicar que desea excluirse de la Conciliación en el caso *Ignacio Rios c. Community Tree Service, LLC*, números de expediente 24CV003969 y 24CV005091 del Tribunal Superior del Condado de Monterey. Debe incluir su nombre, dirección actual y dirección de correo electrónico o número de teléfono. Basta con una simple declaración firmada en la que indique que desea excluirse de la Conciliación de la Acción Colectiva.

Envíe su Solicitud de Exclusión al Administrador utilizando la información de contacto indicada en la Sección 9.

No puede excluirse de la parte de la Conciliación relacionada con la Ley PAGA.

7. ¿CÓMO PUEDO OPONERME A LA CONCILIACIÓN?

Solo los Miembros Participantes del Grupo tienen derecho a oponerse a los componentes de la acción colectiva de la Conciliación.

Al menos 16 días hábiles judiciales antes de la Audiencia de Aprobación Definitiva, los Abogados del Grupo presentarán: (1) una Moción de Aprobación Definitiva de la Conciliación; y (2) una moción solicitando los honorarios de los abogados, los gastos del litigio y el pago por los servicios del Demandante.

Estos documentos estarán disponibles en el sitio web del Administrador que se indica en la Sección 9 a continuación. También puede solicitar copias a los Abogados del Grupo sin costo alguno.

Si usted es un Miembro Participante del Grupo y no está de acuerdo con algún componente de la acción colectiva de la Conciliación, incluidos los honorarios de abogados solicitados, los gastos del litigio, los gastos de administración o el pago por servicios, puede presentar una objeción por escrito al Administrador por fax, correo electrónico o correo postal a más tardar el [FECHA LÍMITE DE RESPUESTA]. Si se le reenvió su Aviso por correo, su plazo se ampliará en 14 días naturales.

Su objeción por escrito debe indicar a qué se opone, por qué se opone y cualquier hecho que respalde su objeción. Por favor, incluya su nombre, dirección actual, número de teléfono o dirección de correo electrónico, fechas aproximadas de empleo con el Demandado y su firma. Por favor, identifique también la Acción como *Ignacio Rios c. Community Tree Service, LLC*, Números de expediente 24CV003969 y 24CV005091 del Tribunal Superior del Condado de Monterey.

En lugar de enviar una objeción por escrito, puede comparecer en la Audiencia de Aprobación Definitiva y presentar una objeción oral. También puede contratar a un abogado, a su propio cargo, para que comparezca en su nombre.

Los Miembros No Participantes del Grupo no pueden oponerse a los componentes de la acción colectiva de la Conciliación.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

Sí. La Audiencia de Aprobación Definitiva está programada para el [FECHA DE LA AUDIENCIA] a las [HORAS] en la Sala [SALA] del Tribunal Superior del Condado de Monterey, ubicado en [DIRECCIÓN DEL JUZGADO].

En la audiencia, el Tribunal decidirá si concede la aprobación definitiva de la Conciliación y qué parte del Monto Bruto de la Conciliación se pagará a los Abogados del Grupo, al Demandante y al Administrador. El Tribunal también podrá considerar cualquier objeción.

No es necesario que asista a la audiencia para recibir dinero en virtud de la Conciliación. Puede asistir personalmente o a través de un abogado que contrate por su cuenta. La información sobre si se permiten las comparecencias a distancia, así como cualquier información actualizada sobre la audiencia, debe obtenerse en el sitio web del Tribunal o en el sitio web del Administrador antes de la audiencia.

El Tribunal puede reprogramar la Audiencia de Aprobación Definitiva sin enviar otra notificación por correo. Debe consultar el sitio web del Administrador o ponerse en contacto con los Abogados del Grupo si desea confirmar la fecha, la hora o el lugar de la audiencia.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

Este Aviso resume la Conciliación propuesta. Prevalece el Acuerdo de Conciliación completo. Puede leer el Acuerdo de Conciliación, los documentos de aprobación preliminar, la moción de aprobación definitiva, la moción de honorarios de abogados, gastos y pago de servicios, la orden de aprobación definitiva y la sentencia en el sitio web del Administrador.

También puede ponerse en contacto con los Abogados del Grupo o con el Administrador:

Abogados del Grupo:

LIDMAN LAW APC

Scott M. Lidman

Milan Moore

Tiara Gose-Hardy

2155 Campus Drive, Suite 150

El Segundo, California 90245

Teléfono: (424) 322-4772

Correo electrónico: slidman@lidmanlaw.com; mmoore@lidmanlaw.com;

tgose@lidmanlaw.com

HAINES LAW GROUP, APC

Paul K. Haines

2155 Campus Drive, Suite 180

El Segundo, California 90245

Teléfono: (424) 292-2350

Correo electrónico: phaines@haineslawgroup.com

Administrador de la Conciliación:

Phoenix Settlement Administrators

Dirección postal: [DIRECCIÓN DEL ADMINISTRADOR]

Teléfono: [NÚMERO GRATUITO DEL ADMINISTRADOR]

Correo electrónico: [CORREO ELECTRÓNICO DEL ADMINISTRADOR]

Fax: [FAX DEL ADMINISTRADOR]

Sitio web: [SITIO WEB DEL ADMINISTRADOR]

También puede consultar los documentos públicos presentados ante el Tribunal Superior del Condado de Monterey o a través del portal en línea del Tribunal: [SITIO WEB DEL TRIBUNAL / INFORMACIÓN DEL SECRETARIO]

No se comunique con el Tribunal para solicitar información sobre la Conciliación.

10. ¿QUÉ SUCEDE SI PIERDO MI CHEQUE EMITIDO EN VIRTUD DE LA CONCILIACIÓN?

Si pierde o extravía su cheque emitido en virtud de la conciliación antes de cobrarlo, el Administrador le enviará un cheque de reemplazo si lo solicita antes de la fecha de caducidad impresa en el cheque original.

11. ¿QUÉ SUCEDE SI CAMBIO MI DIRECCIÓN?

Si se muda o cambia su dirección postal, notifique de inmediato al Administrador para que su Aviso y el pago de la conciliación puedan enviarse por correo a la dirección correcta.