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Attorneys for Plaintiffs and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

KAYLA OLIVO AND AARON OMAN, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

SERVICELINK SERVICES, LLC, a Delaware Limited Liability Company; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 30-2024-01426948-CU-OE-CXC

Assigned to the Hon. David A. Hoffer

DECLARATION OF MEHRDAD BOKHOUR IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

HEARING INFO

Date: December 14, 2026
Time: 1:30 p.m.
Dept.: CX103

DECLARATION OF MEHRDAD BOKHOUR

I, Mehrdad Bokhour, say and declare as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, and I am the principal of Bokhour Law Group, P.C., co-counsel with Joshua Falakassa of Falakassa Law, P.C., as attorney of record for Plaintiffs Kayla Olivo and Aaron Oman ("Plaintiffs") and the Class. As such, I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts based on my personal knowledge.

Class Counsel Are Experienced Class Litigators

2. I graduated with a Bachelor of Arts degree in Political Science from the University of California, Berkeley, in 2007. I received my J.D. from Loyola Law School—Los Angeles in 2012 and became a member of the California State Bar in December 2012.

3. Before beginning my legal career, I served as a judicial extern for the Honorable Justice Fred Woods of the Second District Court of Appeal, Division Seven. I also served as an appellate law clerk at Greines, Martin, Stein & Richland LLP.

4. I have been a member, in good standing, of the State Bar of California since 2012. I am admitted to practice before all California state courts, the U.S. Court of Appeals for the Ninth Circuit, the U.S. District Court for the Central District of California, Eastern District of California, and Southern District of California, and have litigated class action and Private Attorneys General Act ("PAGA") representative action cases in various courts in California.

5. I have handled approximately 300 employment litigation matters during my thirteen years in practice. Over the last seven years, my practice has exclusively represented employees, most of whom were in class action and representative action wage and hour matters. Various courts have appointed me as class counsel, and I have received final court approval and judgment in numerous class actions. I anticipate receiving final approval in many more in the future.

6. As part of these settlements and judgments, I have recovered at least 50 million dollars in damages for my clients and the class members (who often work as essential workers,

nurses, technicians, warehouse workers, truck drivers, sales, and countless other trades).

7. I was selected as a "Super Lawyer Rising Star" in Employment Litigation from 2017 through 2022 and as a "Super Lawyer" in 2023 through 2026. This distinction is reserved for the top 2.5% of lawyers in the practice area. TopVerdicts.com has also recognized me for achieving several of the top wage and hour class action settlements and PAGA actions in California.

8. I have attended numerous Continuing Legal Education courses on employee advocacy.

9. My firm has the experience, resources, and means necessary to allow us to provide adequate representation to all Class Members in this Action.

10. Currently, my firm is acting as co-counsel in at least twenty-five wage and hour class actions.

11. Class Counsel are respected members of the California Bar with strong records of vigorous and effective advocacy for their clients, and they are experienced in handling complex class action litigation. Both Class Counsel and Plaintiffs were prepared to litigate the claims in this Action, but they strongly and unequivocally support the proposed Settlement as being in the best interest of the Class based on the circumstances referenced herein.

12. In the opinion of Class Counsel, the recovery for each Class Member is well within the acceptable range for this type of action. This Settlement is also favorable, as the Class will promptly receive compensation rather than face the uncertainties inherent in further litigation and the years-long wait for this Action to be tried. It is also telling that the Class has overwhelmingly supported the Settlement on the terms set forth in the Settlement Agreement. No Class Member has objected to the class-wide Settlement obtained in this matter, and only one of the 422 Class Members requested exclusion. Based on all considerations, this Settlement is highly favorable and is in the best interests of the Class.

13. In sum, all relevant factors support final approval of the Settlement. The Parties negotiated at arm's length under the supervision of an experienced and well-respected mediator. Class Counsel also investigated, discovered, and analyzed class claims extensively. Moreover,

Class Counsel, experienced class action litigators, strongly believe that this Settlement provides an excellent result for the Class. Lastly, the fact that no objections were filed requesting denial of final approval and only one Class Member requested exclusion from the Settlement weighs strongly in favor of approving the Settlement. For these reasons, this Court should conclude that under the circumstances of this case, the proposed Settlement is fair, adequate, and well within the range of reasonableness.

The Proposed Class Representative Service Payments to Plaintiffs as Class Representatives are Reasonable

14. Plaintiffs and Class Counsel request that the Court finally approve a Class Representative Service Payment of $7,500 to each Plaintiff for the time, effort, and risks Plaintiffs undertook in participating in this Action. Relevant considerations include the actions Plaintiffs took to protect the interests of the Class, the benefit the Class received from those actions, the time and effort Plaintiffs devoted to the Action, and the burdens and risks they assumed as Class Representatives.

15. Plaintiffs Olivo and Oman estimate devoting approximately 30-35 hours each to their responsibilities as Class Representatives. They provided documents and relevant information, educated Class Counsel regarding Defendant's compensation practices and wage and hour policies, communicated with Class Counsel throughout the litigation, assisted with the analysis of Defendant's defenses, evaluated the proposed resolution, reviewed the Settlement documents, and continued to respond whenever their assistance was needed. Plaintiffs also agreed to step into the role of Class Representatives after the original plaintiff, Matthew Mirmak, passed away, which ensured the continuity of the Action and avoided delay. Plaintiffs remained steadfast throughout. They never wavered from their willingness to represent the Class or fulfill the responsibilities Class Counsel asked them to undertake. Their sustained participation materially assisted Class Counsel's investigation, evaluation, and resolution of the claims.

16. The requested payments compensate Plaintiffs for their critical role, their hours of service, consistent participation, and the burdens and risks they undertook to help obtain the $1,260,000 Gross Settlement Amount for 422 Class Members. The request also accounts for the

broader general release Plaintiffs will provide. No Class Member objected to the requested payments. Based on Plaintiffs' sustained service and the substantial result obtained for the Class, the requested $7,500 Class Representative Service Payment to each Plaintiff is fair, reasonable, and warranted.

The Requested Attorneys' Fees and Costs are Fair, Reasonable, and Appropriate

17. Class Counsel's application for an award of Class Counsel Fees Payment in the amount of $420,000, or approximately 33.33% of the Gross Settlement Amount, is reasonable and fair. The escalator provision was not triggered because the 60,022 Class Period workweeks did not exceed the 62,455 workweek threshold, and the Gross Settlement Amount therefore remains $1,260,000. The requested fee is the same amount and percentage disclosed to Class Members. The requested fee fairly compensates Class Counsel for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis.

18. Class Counsel undertook this Action on a wholly contingent basis and assumed the risks and expenses inherent in class litigation. Class Counsel invested substantial time and advanced all litigation costs without any guarantee of recovery. Based on the contingent risk, the work performed, and the result obtained, Class Counsel respectfully request Class Counsel Fees Payment of $420,000 and Class Counsel Litigation Expenses Payment in the amount of $17,275.15 in reimbursement of Class Counsel's litigation costs.

19. Class Counsel have incurred and reasonably anticipate incurring a combined total of approximately 230 hours in prosecuting this Action through completion of settlement administration. I have incurred or reasonably anticipate incurring 125 hours at my customary hourly rate of $750. Joshua Falakassa has incurred or reasonably anticipates incurring 105 hours at his customary hourly rate of $725. These rates are the reasonable and usual rates charged for our services and are consistent with prevailing market rates for attorneys of comparable experience handling complex wage and hour class and PAGA litigation.

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	13 years	$750	125[1]	$93,750

[1] Includes 7.3 hours for preparing, finalizing, and filing the motion for final approval and supporting documents, as well as an estimated 5 hours in anticipated work to be performed after the final approval, working with counsel, administrator, and Class Members (which includes up to 1.5 years of case management relating to settlement

Joshua Falakassa	12 years	$725	105	$76,125
Total Lodestar				**$169,875**

20. My time on this Action is summarized by task in the following table. A true and correct copy of my detailed time records is attached hereto as **Exhibit "C."**

Task	**Hours**	**Fee**
Investigations/Complaint	60.8	$45,600
Pleadings	9.0	$6,750
Mediation/Settlement	29.8	$22,350
Motion for Preliminary Approval	13.1	$9,825
Motion for Final Approval	7.3	$5,475
Estimated Future Work	5.0	$3,750
Total	**125.0**	**$93,750**

21. The ultimate result was far from certain. When the firm took on this case on a contingency fee basis, it agreed to assume responsibility for all litigation costs. In the course of this Action, Class Counsel paid all costs, including filing fees, court costs, research fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

22. In my experience, California courts commonly award attorneys' fees based on a percentage of a common fund. Here, Class Counsel requests $420,000, which equals approximately 33.33% of the Gross Settlement Amount.

23. The fee is warranted because of the results achieved for the Class Members, both in terms of the immediate cash settlement and the fact that the Class Members resoundingly supported the Settlement.

24. The following are the itemized litigation costs (actually incurred) for the above-referenced matter:

- LWDA Filing Fee $75
- Mediation $9,000
- Filing Fees $2,078.15
- Service of Process $87
- Expert Fee $6,035

administration, including reviewing the calculations, checks are timely mailed, responding to Class Members' questions about the timing of checks/missing checks/lost checks and remailings, working with the Administrator regarding uncashed checks and remailings, assisting with the Administrator's declarations regarding payments and uncashed checks, potentially filing an amended judgment, appearing at the final accounting hearing and/or submitting paperwork related thereto.

- Total $17,275.15

25. The LWDA's confirmation of receipt of this Settlement and Motion for Final Approval is attached hereto as **Exhibit "A."**

26. A true and correct copy of the Settlement Agreement and the Amendment thereto is attached as **Exhibit "B."**

27. Plaintiffs and the Class Members are all individuals who are or were employed by Defendant as non-exempt hourly employees in California from September 19, 2020, through November 26, 2025, and who had not signed release agreements as of August 28, 2025. The primary claims, which Defendant disputes, involve allegations that the Class Members were not paid all overtime and sick wages owed at the "regular rate of pay." Additionally, Plaintiffs allege claims for non-compliant meal and rest periods, untimely pay during and at separation of employment, wage statement violations, waiting time penalties, unreimbursed business expenses, unfair competition, and associated PAGA penalties.

28. The proposed Settlement was the product of arm's length negotiations, including a full day mediation before experienced class action mediator Marc Feder, Esq.

29. Plaintiffs and Class Counsel have diligently investigated the claims raised in this litigation and, after taking into account the disputed factual and legal issues involved in this Action, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, concluded that the Settlement terms are fair, reasonable, and in the best interest of the Class.

30. As the Settlement Agreement reveals, there is no preferential treatment for any segment of the Class, as the Settlement is designed to fairly and adequately compensate all Class Members. Pursuant to California Rules of Court Rule 3.769(b), the Parties have disclosed the agreed-upon and proposed attorneys' fees, which are well within the range of reasonableness for matters of this nature.

31. As set forth at the time of preliminary approval, Class Counsel's investigation into the facts and merits of the wage and hour claims alleged included analyzing substantial amounts of information, correspondence, documents, timekeeping and pay data, policies and procedures,

and evidence relating to the class size and the commonality of the claims. During this process, Plaintiffs and Class Counsel investigated the potential claims of similarly situated employees and researched Defendant's defenses. Finally, Class Counsel synthesized and analyzed information provided by Defendant as to the total Class Members, the number of current and former employees, and the number of employees who worked during various time periods and prepared comprehensive damages calculations regarding the wage and hour claims at issue.

32. In light of the uncertainties of protracted litigation, this negotiated Settlement reflects the best practicable recovery for the Class. While the total Settlement amount is, of course, a compromise figure, Plaintiffs weighed the potential risks and opportunities, resulting in a fair and equitable Settlement. Based upon detailed data obtained through discovery and information exchanges and factoring in claim certification and liability probabilities, Class Counsel formulated detailed damages models to evaluate the claims in preparation for mediation and reach a realistic and reasonable resolution.

33. Moreover, as further detailed in Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, Defendant strongly disputed the merits of the case and the damages on several grounds.

34. The Settlement should be approved, and judgment entered based on the determination that the Settlement is fair, reasonable, adequate, and in the best interests of the Class.

35. In compliance with California Rules of Professional Conduct, rule 1.5.1, Plaintiffs signed a fee split agreement that provides that fees will be allocated between Class Counsel as follows: fifty percent (50%) to the Bokhour Law Group, P.C., and fifty percent (50%) to Falakassa Law, P.C.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, this 17th day of November 2026, at Los Angeles, California.

Mehrdad Bokhour

EXHIBIT “A”

EXHIBIT “B”

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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Kayla Olivo and Aaron Oman ("Plaintiffs") and Defendant ServiceLink Services, LLC ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties" or individually as a "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiffs' lawsuit alleging wage and hour violations against Defendant, captioned *Olivo, et al. v. ServiceLink Services, LLC*, initiated on September 19, 2024, and pending in the Superior Court of the State of California, County of Orange, Case No. 30-2024-01426948-CU-OE-CXC, as later amended and based on the Operative Complaint.

1.2 "Administrator" means CPT Group, Inc., 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 "Class" or "Settlement Class" means all individuals who are or were employed by Defendant as non-exempt hourly employees in California during the Class Period.

1.5 "Class Counsel" means Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C.

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

1.7 "Class Data" means Class Member identifying information in Defendant's possession, including the Class Member's name, last-known mailing address, social security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.8 "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 a PAGA Member) and who have not signed release agreements as of August 28, 2025.

1.9 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

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

1.11 "Class Period" means the period from September 19, 2020, through November 26, 2025.

1.12 "Class Representatives" means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as Class Representatives.

1.13 "Class Representative Service Payments" means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

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

1.15 "Defendant" means the named defendant in the Action, ServiceLink Services, LLC.

1.16 "Defense Counsel" means Mark Payne and Kristalyn F. Lee of Troutman Pepper Locke LLP.

1.17 "Effective Date" means the date by which both the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day after the deadline for filing a notice of appeal from the Judgment, if no notice of appeal is filed; or (b) if a timely appeal from the Judgment is filed, or any other legal challenge to the settlement is filed, the date the final resolution of any such appeal or challenge has been finally terminated in such manner as to permit the final approval and Judgment to take effect and is no longer subject to further judicial review.

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

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

1.20 "Final Judgment" means the Judgment entered by the Court upon Granting Final Approval of the Settlement.

1.21 "Gross Settlement Amount" means $1,260,000.00, which is the total amount Defendant agrees to pay under the Settlement. The Settlement is non-reversionary. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment. Defendant shall be separately responsible for the cost of its share of employer-side payroll taxes.

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1.22 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.23 "Individual PAGA Payment" means the PAGA Member's pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

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

1.25 "LWDA PAGA Payment" means 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

1.27 "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.

1.28 "PAGA" means the Private Attorneys General Act (Labor Code § 2698 *et seq*.).

1.29 "PAGA Member" means any non-exempt hourly employee who works or worked for Defendant in California at any time during the PAGA Period.

1.30 "PAGA Pay Period" means any Pay Period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

1.31 "PAGA Period" means the period from September 19, 2023, through November 26, 2025.

1.32 "PAGA Notice" means Plaintiffs' letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.33 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the PAGA Members ($17,500) and 65% to the LWDA ($32,500) in settlement of the PAGA claims.

1.34 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.35 "Plaintiffs" means Kayla Olivo and Aaron Oman, the named Plaintiffs in the Action.

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1.36 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

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

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

1.39 "Released Parties" means Defendant, ServiceLink Management Company, LLC, and each of their former and present directors, officers, owners, subsidiaries, affiliates, shareholders, members, employees, attorneys, insurers, agents, predecessors, successors, and assigns.

1.40 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.41 "Response Deadline" means 45 days after the Administrator mails the Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement.

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

1.43 "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

2.1 On September 19, 2024, Plaintiff Matthew Mirmak commenced this Action by filing a Complaint in the Orange County Superior Court alleging (1) failure to pay proper minimum and overtime wages in violation of Labor Code sections 204, 210, 510, 558, 1194, 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to pay sick wages at the proper legal rate in violation of Labor Code sections 246, 558, 1194.2, 1197.1, 1198, and 1199, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and 516, Civil Code sections 3287(b) and 3289, and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, Civil Code sections 3287(b) and 3289, and the applicable IWC Wage Order(s); (5) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201-204 and 227.3; (6) failure to provide complete and accurate wage statements in violation of Labor Code sections 226, 226.3, and 1174; (7) failure to reimburse necessary business expenses in violation of Labor Code sections 2802-2804 and the applicable IWC Wage Order(s); (8) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200– 17210).

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2.2 On January 6, 2025, Mr. Mirmak filed a First Amended Complaint adding a cause of action for civil penalties under the PAGA. On September 30, 2025, Plaintiffs, pursuant to a joint stipulation by the parties, filed a Second Amended Complaint substituting Kayla Olivo and Aaron Oman as the named plaintiffs in place of Mr. Mirmak, who is now deceased. The Second Amended Complaint is the operative pleading in this action (the "Operative Complaint").

2.3 The Parties acknowledge and agree that the Settlement is expressly conditioned upon and subject to the Court agreeing to substitute Plaintiffs as (1) representatives of the Settlement Class, and (2) private attorneys general on behalf of the PAGA Settlement Class. In the event that the Court does not approve Plaintiffs to step into the shoes of Mr. Mirmak on behalf of the Settlement Class and PAGA Members, Class Counsel shall promptly (no later than June 31, 2026) present a separate, valid class and/or PAGA representative to effectuate the Settlement of and fully resolve the entire Action as pled. Defendant shall have the right to void this Settlement if Class Counsel fails to promptly secure an adequate, valid class and/or PAGA representative within this time period.

2.4 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

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

2.6 On August 20, 2025, the Parties participated in an all-day mediation session before Marc Feder, Esq., which culminated in the Parties reaching the settlement memorialized in this Agreement.

2.7 Prior to mediation, Plaintiffs obtained, through informal discovery, a randomized sampling of time and corresponding pay records belonging to a randomized sampling of Class Members and PAGA Members, relevant Defendant's policies, Plaintiffs' time and payroll records and wage statements, and the total number of Class Members and workweeks worked during the Class Period.

2.8 The Court has not granted class certification.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8, below, Defendant promises to pay $1,260,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members

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or PAGA Members 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 Order:

3.2.1 To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than $7,500.00 to each Plaintiff (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for the Class Representative Service Payment by no later than 16 court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payment for less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Class Representative Service Payment to taxing authorities on an IRS Form 1099. The Plaintiffs assume full responsibility and liability for all taxes owed on their Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than $420,000.00 (representing 33.33% of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than $25,000. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment for less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will report the Class Counsel Fees Payment and Class Counsel Expenses Payment to taxing authorities on one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless and indemnifies Defendant from any dispute or controversy regarding any division or sharing of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

3.2.3 To the Administrator: An Administrator's Expenses Payment not to exceed $10,000, except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less, or the Court approves payment of less than $10,000, the Administrator will allocate the remainder to the Net Settlement Amount.

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3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported by the Administrator to taxing authorities on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported by the Administrator to taxing authorities on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

3.2.5 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis according to their respective Workweeks.

3.2.6 To the LWDA and Covered Employees: PAGA Penalties in the amount of $50,000 will be paid from the Gross Settlement Amount, with 65% (*i.e.*, $32,500) allocated to the LWDA PAGA Payment and 35% (*i.e.*, $17,500) allocated to the Individual PAGA Payments. The Parties agree that should the Court not approve this allocation and increase it, the Gross Settlement Amount will not be increased accordingly.

3.2.6.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount allocated to the LWDA PAGA Payments (e.g., $17,000) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

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4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and PAGA Member Pay Periods. Based on Defendant's review of its payroll data, Defendant represents that the Settlement Class consists of approximately 403 class members who worked approximately 56,777 workweeks during the Class Period. Defendant further represents that the PAGA Members consist of approximately 285 employees who worked approximately 10,137 pay periods during the PAGA Period.

4.2 Class Data. No later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform Administrator's duties under this Agreement. The Class Data shall not be disclosed to Plaintiffs or Class Counsel under any circumstances. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. The Settlement Administrator will provide Defendant with wire transfer information within three (3) days after the Effective Date. Defendant shall fund the Gross Settlement Amount within thirty (30) days of the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will withhold applicable payroll taxes and issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all

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Participating Class Members (including those for whom the Class Notice was returned as undeliverable). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom the Class Notice was returned as undeliverable). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall tally up the sum value of the expired checks within thirty (30) days after the void date and transmit any remaining funds represented by such checks to the California State Controller's Office Unclaimed Property account. The Settlement Administrator must not distribute funds to the California State Controller's Office Unclaimed Property account until after the Court approves the final accounting.

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. The payment of Individual Class Payments does not extend or alter the Class Member's period of employment with Defendant for any purpose.

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

5.1 General Release by Plaintiffs. Plaintiffs, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, release and discharge any and

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all known and unknown claims, causes of action, transactions and occurrences against Defendant and the Released Parties that arose on or before the date they sign this Agreement, including, but not limited to, any and all claims and causes of action alleging the Released Parties: violated any type of written or unwritten contract, labor contract, agreement, understanding, policy, benefit, retirement, welfare or pension plan, equity, phantom stock, long-term incentive or similar deferred compensation plan, promise, covenant of any kind, including, but not limited to, any covenant of good faith and fair dealing or any employment contract between Plaintiffs and the Released Parties and/or any Released Party's bylaw, handbook or policy; discriminated against or harassed Plaintiffs on the basis of any characteristic or trait protected under any law, including, but not limited to, race, color, national origin, ancestry, ethnicity, sex, disability, religion, marital status, parental status, military status, pregnancy, genetic information, citizenship, age (including, but not limited to, claims under the Age Discrimination in Employment Act of 1967 (as amended)), source of income, union activities, sexual orientation, gender identity, transgender status, arrest or conviction record, entitlement to benefits, or retaliated against Plaintiffs for engaging in any whistleblowing or other protected activity, in violation of local, state or federal laws, constitutions, regulations, ordinances or executive orders, including without limitation, the California Fair Employment and Housing Act, the California Business and Professions Code and the California Constitution; retaliated against Plaintiffs for engaging in any protected activity in violation of local, state or federal laws, constitutions, regulations, ordinances, or executive orders; violated public policy or common law, including, but not limited to, claims for: personal injury; invasion of privacy; retaliatory or wrongful discharge; negligent hiring, entrustment, training, retention or supervision; wanton and willful conduct; defamation, libel, slander or false light; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract or business expectancy; negligence; premises liability; detrimental reliance; promissory estoppel; and/or loss of consortium to Plaintiffs' or any member of Plaintiffs' family; violated the Family Medical Leave Act, or any similar federal, state or local law governing paid or unpaid leave, including, without limitation, the California Family Rights Act; violated the federal Fair Labor Standards Act, or any similar federal, state or local law governing the payment of wages, overtime, misclassification, working conditions or meal and rest breaks, including, without limitation, the California Labor Code and the Industrial Welfare Commission's Wage Orders; violated any other federal, state, local or administrative statute, regulation, ordinance, rule, policy, case law, or any common law theory of any kind; and/or are in any way obligated for any reason to pay Plaintiffs any damages, expenses, penalties, interest, litigation costs, attorney's fees, wages, bonuses, commissions, incentive pay, deferred compensation, severance pay, separation pay, termination pay, any type of payments or benefits based on Plaintiffs' separation from employment, disability or any other employee benefits, and/or sick pay. Expressly excluded from Plaintiffs' release are any claims for workers' compensation benefits, unemployment insurance benefits, and any other claims that cannot be released by law.

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5.1.1 General Release. The Parties understand and agree that Plaintiffs' release of claims in Paragraph 5.1 and each of its subparagraphs includes all claims of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected. It is therefore the intention of the Parties not to limit this release to claims arising out of or in the scope of each Plaintiff's employment with Defendant and, instead, to make this release as broad and as general as the law permits.

5.1.2 Plaintiffs' Waiver of Rights under Civil Code Section 1542. With respect to each Plaintiff's Released Claims only, the Parties stipulate and agree that each Plaintiff shall have, by operation of the Final Judgment entered by the Court, waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each Plaintiff shall be deemed to have acknowledged that this Settlement Agreement is intended to waive and release all released claims that he or she does not know or suspect to exist in his or her favor at the time of the approval of this Settlement Agreement.

5.2 Release by Participating Class Members. All Participating Class Members, on behalf of themselves, release any and all claims, damages, and penalties which were pled or reasonably could have been pled arising out of the same facts alleged in the operative or amended complaint and/or PAGA notice to the California Labor and Workforce Development Agency that arose during the Class Period and/or PAGA Period, including, without limitation, claims for: (1) failure to pay proper minimum and overtime wages in violation of Labor Code sections 204, 210, 510, 558, 1194, 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to pay sick wages at the proper legal rate in violation of Labor Code sections 246, 558, 1194.2, 1197.1, 1198, and 1199, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and 516, Civil Code sections 3287(b) and 3289, and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, Civil Code sections 3287(b) and 3289, and the applicable IWC Wage Order(s); (5) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201-204 and 227.3; (6) failure to provide complete and accurate wage statements in violation of Labor Code sections 226, 226.3, and

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1174; (7) failure to reimburse necessary business expenses in violation of Labor Code sections 2802-2804 and the applicable IWC Wage Order(s); (8) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 1720017210); (9) statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and (10) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.

5.3 Release by PAGA Members. All PAGA Members, including Non-Participating Class Members, release any and all claims for civil penalties under PAGA against Defendant and the Released Parties that arise out of or reasonably relate to the claims alleged in the Action or that could have been alleged based on the factual allegations in the Action during the PAGA Period, including, without limitation, penalties predicated on the underlying alleged violations of the Released Class Claims or for alleged violations of the following Labor Code sections: 201-204, 210, 226, 226.3, 226.7, 227.3, 246, 510, 512, 516, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and, 2802-2804 and the applicable California Industrial Wage Orders (the "Released PAGA Claims"). All PAGA Members, on behalf of themselves and their respective current and former representatives, agents, attorneys, heirs, executors, administrators, successors and assigns, will release the PAGA claims described herein against Defendant and the Released Parties and will receive a portion of the amount set aside as PAGA Penalties, regardless of whether they opt out of the release of the Class Claims.

6. MOTION FOR PRELIMINARY APPROVAL. Within a reasonable time, Plaintiffs will move for an order giving preliminary approval of the Settlement ("Motion for Preliminary Approval") that complies with the Court's current checklist for preliminary approvals.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel no later than 5 days before filing all documents necessary for obtaining Preliminary Approval.

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously preparing, 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 appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is also responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any 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

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otherwise satisfy the Court's concerns. If Class Counsel and Defense Counsel cannot reach an agreement, they shall jointly raise the matter with the Court.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. ("CPT") to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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 Tax Reporting. The Administrator will calculate all payroll taxes owed on the Wage Portions of the Individual Class Payments, withhold the amounts owed by the Class Members, notify Defendant of its share of the payroll taxes, collect and remit to the appropriate taxing authorities Defendant's share of the payroll taxes, report all payments made under this Agreement to the appropriate taxing authorities, and issue related tax documents to the Class Members and PAGA Members. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. 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 (with a copy to Defense Counsel) that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 15 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 substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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7.4.3 Not later than five business days after the Administrator's receipt of any Class Notice returned by the USPS as undeliverable, 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. If the USPS does not provide a forwarding address and the Administrator's Class Member Address Search does not result in any updated address, the Administrator shall re-mail the Class Notice to the original address. 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 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs)

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than 45 days after the Administrator mails the Class Notice. A Request for Exclusion is a letter from a Class Member or//their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's first and last name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. If, pursuant to these procedures, the Administrator accepts a Request for Exclusion that lacks all the information specified in the Class Notice, then the Administrator shall notify both Class Counsel and Defense Counsel who may object to the Class Member's exclusion. The Administrator shall provide Defense Counsel only with information sufficient to determine the

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Class Member's identity. If the Parties cannot reach a resolution on whether the Class Member should be included/excluded, the Parties may raise the issue with the Court at an appropriate time and request that the Court resolve the disagreement.

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' Release under Paragraph 5.2 of this Agreement, regardless 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 PAGA Members are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity. Not later than 10 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods (if any) contained in the Class Notice are correct so long as they are consistent with the Class Data. The Parties may appeal the Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods at the Final Approval Hearing. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

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7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service 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 oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than 45 days after the Administrator's mailing of the Class Notice.

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 this Agreement, Motion for Preliminary Approval, the Preliminary Approval order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval order and the Final 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 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 undeliverable by USPS, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Reports"). 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.

7.8.3 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of

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this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be appealable to the Court at the Final Approval Hearing.

7.8.4 Administrator's Declaration. No 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 with the 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 Notices, the Class Notices returned as undeliverable, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attaching 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) with the Court.

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

7.8.6 Notice of Final Judgment. The Administrator will provide notice to Class Members of the Final Judgment.

8. **ESCALATOR CLAUSE.** The Settlement is based on Defendant's records and reasonable extrapolation that, as of August 28, 2025, Settlement Class Members have worked approximately 56,777 workweeks during the Class Period. If the total number of workweeks worked exceeds 62,455 (i.e., more than 10% above the estimated amount), then, at Defendant's option, either (a) the portion of the GSA attributable to non-PAGA claims (i.e., the GSA less the PAGA penalties) shall increase proportionately for each additional workweek above 62,455. At their option, however, Defendant may elect to shorten the Class Period so that the release covers only up to 62,455 workweeks in order to avoid any further increase to the GSA. Defendant shall notify Class Counsel in writing of its election under this provision no later than twenty (20) calendar days prior to the Preliminary Approval Hearing.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If more than ten (10) Class Members validly elect not to participate in the Settlement, Defendant will have the right (but not the obligation) to rescind the Settlement, and the Settlement and all actions taken in its

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furtherance will be null and void. Defendant must exercise this right, if at all, within 7 days after the Settlement Administrator notifies the parties of the number of opt-outs, which the Settlement Administrator will do within 10 days after the deadline for submission of opt-outs. 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, if Defendant exercises the right to rescind, it will be responsible for all costs of administration of the Settlement incurred through that time.

10. **MOTION FOR FINAL APPROVAL**. No later than 16 court days before the scheduled Final Approval Hearing, Plaintiffs will file with the 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), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 10 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Plaintiffs, the Class Members, and/or the PAGA Members), the Parties will expeditiously work together in good faith to attempt to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, 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 the Judgment, the Court will retain jurisdiction over the Parties, this 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. All Participating Class Members who did not object to the Settlement as provided in this Agreement waive all rights to appeal from the Final Approval of the Settlement unless the Court materially modifies the Settlement. Defendant's payment obligation under the Settlement will be suspended pending an appeal of the Judgment.

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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 Plaintiffs, the Class Members, and/or the PAGA Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to attempt to address the appellate court's concerns. 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 Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. Further, Defendant specifically denies any liability, unlawful conduct or wrongdoing for any of the causes of action in the Operative Complaint, and further denies any violation of any order (including any wage order), law, statute, regulation, rule, duty or contract (including any collective bargaining agreement) on the part of Defendant or any Released Party. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any Class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve 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, this Agreement, and/or to raise a defense based on *res judicata* or collateral estoppel).

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

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instructed to keep this Agreement confidential; **(2)** counsel in a related matter; **(3)** to the extent necessary to report income to appropriate taxing authorities; **(4)** in response to a court order or subpoena; or **(5)** in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Publicity. Plaintiff and Class Counsel agree not to discuss, answer questions about, promote, or publicize the Settlement, this Agreement and its terms, or the negotiations leading up to this Agreement with anyone other than the Court, Class Members or those individuals necessary to effectuate the terms of this Agreement.

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

12.5 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 or written representations, warranties, covenants, or inducements made to or by any Party, with the exception of the Parties' Memorandum of Understanding Re: Class Action/PAGA Settlement ("Memorandum"). In the event of any conflict between this Agreement and the Parties' Memorandum, the terms of this Agreement shall control.

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

12.7 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 (if agreed by the Parties), 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

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Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.8 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 Agreement.

12.9 No Tax Advice. None of Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.10 Negotiated Settlement Agreement. Plaintiffs acknowledge and agree this Agreement constitutes a "negotiated settlement agreement" under California Government Code section 12964.5(d).

12.11 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.

12.12 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.13 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.

12.14 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.

12.15 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and 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 Cal. Evid. Code §1152 and 1154, 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, regulation, statute, or rule of court. Not later than 30 days after Defendant funds the Settlement, Plaintiffs and Class Counsel shall destroy, all paper and electronic versions of records received from Defendant and shall certify this has been done.

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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 references 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 court-recognized 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 Plaintiffs and the Settlement Class:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 520
Los Angles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

To Defendant:

Mark J.Payne
mark.payne@troutman.com
Kristalyn F. Lee
Kristalyn.Lee@troutman.com
TROUTMAN PEPPER LOCKE LLP
100 Spectrum Center Drive
Irvine, California 92618

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

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12.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree upon signing this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

Dated: December ___, 2025

_____
Plaintiff Kayla Olivo

Dated: December___, 2025

_____
Plaintiff Aaron Oman

Dated: November 25, 2025

ServiceLink Services, LLC

By: Signed by: Lauren Karl 891AEE496A25408...
Lauren Karl, General Counsel/EVP

Approved As to Form Only:

Dated: December___, 2025

BOKHOUR LAW GROUP, P.C.

_____
Mehrdad Bokhour
Attorneys for Plaintiffs

Dated: December___, 2025

FALAKASSA LAW, P.C.

_____
Joshua Falakassa
Attorneys for Plaintiffs

Dated: December_1_, 2025

TROUTMAN PEPPER LOCKE LLP

Kristalyn Lee
Mark J. Payne
Kristalyn F. Lee
Attorneys for Defendant

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12.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree upon signing this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

11/25/2025
Dated: December ___, 2025

DocuSigned by:
Kayla Olivo
B7F84879C3CB468...
Plaintiff Kayla Olivo

11/26/2025
Dated: December___, 2025

DocuSigned by:
Aaron Oman
F6FAF0693A39441...
Plaintiff Aaron Oman

Dated: December___, 2025

ServiceLink Services, LLC

By:_____

Approved As to Form Only:

11/25/2025
Dated: December___, 2025

BOKHOUR LAW GROUP, P.C.

Signed by:
MEHRDAD BOKHOUR
D8D3643F271940F...
Mehrdad Bokhour
Attorneys for Plaintiffs

11/25/2025
Dated: December___, 2025

FALAKASSA LAW, P.C.

DocuSigned by:
Joshua Falakassa
15A628B2C5A149C...
Joshua Falakassa
Attorneys for Plaintiffs

Dated: December___, 2025

TROUTMAN PEPPER LOCKE LLP

_____
Mark J. Payne
Kristalyn F. Lee
Attorneys for Defendant

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EXHIBIT A

Docusign Envelope ID: 6DD73DB7-399C-4D45-BD83-4E267FE40AF1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Olivo, et al. v. ServiceLink Services, LLC
Case No. 30-2024-01426948-CU-OE-CXC

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against ServiceLink Services, LLC, and each of its affiliated companies ("Defendant") for alleged wage and hour violations. The Action was filed by a former Defendant employee, Matthew Mirmak, and later joined by two former Defendant employees, Kayla Olivo and Aaron Oman (collectively, "Plaintiffs;" together with Defendant, the "Parties") and seeks payment of (1) alleged unpaid wages, meal and rest period premiums, unreimbursed business expenses, statutory penalties, and interest for a class of non-exempt hourly employees who work or worked for Defendant in California during the Class Period (September 19, 2020, through November 26, 2025) and who have not signed release agreements as of August 28, 2025 ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt hourly employees who work or worked for Defendant in California during the PAGA Period (September 19, 2023, through November 26, 2025) ("PAGA Members").

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

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____(less withholding) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked __ workweeks** during the Class Period and **you worked_____pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendant. You may attend the Final Approval Hearing on <<TBD>, 2026 at <<TBD>> a.m. in Courtroom <<TBD> in the <<TBD> Courthouse, located at <<TBD> and be heard by the Court.

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

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

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. Alternatively, you can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. You cannot opt-out of the PAGA portion of the proposed Settlement, and thus, if you are a PAGA Member, you remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).

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You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is _____**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by _____**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the_____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by _____**	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by_____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Defendant employees. The Action accuses Defendant of violating

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California labor laws, asserting claims based on Defendant's alleged: (1) failure to pay proper minimum and overtime wages in violation of Labor Code sections 204, 210, 510, 558, 1194, 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to pay sick wages at the proper legal rate in violation of Labor Code sections 246, 558, 1194.2, 1197.1, 1198, and 1199, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and 516, Civil Code sections 3287(b) and 3289, and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, Civil Code sections 3287(b) and 3289, and the applicable IWC Wage Order(s); (5) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201-204 and 227.3; (6) failure to provide complete and accurate wage statements in violation of Labor Code sections 226, 226.3, and 1174; (7) failure to reimburse necessary business expenses in violation of Labor Code sections 2802-2804 and the applicable IWC Wage Order(s); and, (8) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200– 17210). Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code § 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. ("Class Counsel.")

Defendant strongly denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged, and contends it complied with all applicable laws.

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

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

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay $1,260,000.00 as the Gross Settlement Amount ("Gross Settlement"). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, the Individual PAGA Payments, the Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and

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Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement within 30 days after the Effective Date of the Settlement. Effective Date" means the date by which both the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day after the deadline for filing a notice of appeal from the Judgment, if no notice of appeal is filed; or (b) if a timely appeal from the Judgment is filed, or any other legal challenge to the settlement is filed, the date the final resolution of any such appeal or challenge has been finally terminated in such manner as to permit the final approval and Judgment to take effect and is no longer subject to further judicial review.

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

    A. Up to $420,000.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    B. Up to $7,500.00 to each Plaintiff as Class Representative Service Payment for participating in the Action, working with Class Counsel, and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than each Plaintiff's Individual Class Payment and any Individual PAGA Payment.

    C. Up to $10,000.00 will be paid to the Administrator for services administering the Settlement.

    D. Up to $50,000 for PAGA Penalties; 65% (*i.e.*, $32,500) allocated to the LWDA PAGA Payment and 35% (*i.e.*, $17,500) in Individual PAGA Payments to the PAGA Members based on their PAGA Pay Periods.

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

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

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

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rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

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

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, no later than_____, that you wish to opt-out ("Response Deadline"). The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the_____Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's first and last name, home address, email address or telephone number, and a simple statement electing to be excluded from the Settlement. The Request for Exclusion must be postmarked by the Response Deadline to be considered timely. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members and PAGA Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and

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perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

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

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

   > All Participating Class Members, on behalf of themselves, release any and all claims, damages, and penalties which were pled or reasonably could have been pled arising out of the same facts alleged in the operative or amended complaint and/or PAGA notice to the California Labor and Workforce Development Agency that arose during the Class Period and/or PAGA Period, including, without limitation, claims for: (1) failure to pay proper minimum and overtime wages in violation of Labor Code sections 204, 210, 510, 558, 1194, 1197, and 1198, and the applicable IWC Wage Order(s); (2) failure to pay sick wages at the proper legal rate in violation of Labor Code sections 246, 558, 1194.2, 1197.1, 1198, and 1199, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and 516, Civil Code sections 3287(b) and 3289, and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, Civil Code sections 3287(b) and 3289, and the applicable IWC Wage Order(s); (5) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201-204 and 227.3; (6) failure to provide complete and accurate wage statements in violation of Labor Code sections 226, 226.3, and 1174; (7) failure to reimburse necessary business expenses in violation of Labor Code sections 2802-2804 and the applicable IWC Wage Order(s); (8) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 1720017210); (9) statutory penalties based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and (10) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.

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

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in the Action and resolved by this Settlement.

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

> All PAGA Members, including Non-Participating Class Members, release any and all claims for civil penalties under PAGA against Defendant and the Released Parties that arise out of or reasonably relate to the claims alleged in the Action or that could have been alleged based on the factual allegations in the Action during the PAGA Period, including, without limitation, penalties predicated on the underlying alleged violations of the Released Class Claims or for alleged violations of the following Labor Code sections: 201-204, 210, 226, 226.3, 226.7, 227.3, 246, 510, 512, 516, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and, 2802-2804 and the applicable California Industrial Wage Orders(the "Released PAGA Claims"). All PAGA Members, on behalf of themselves and their respective current and former representatives, agents, attorneys, heirs, executors, administrators, successors and assigns, will release the PAGA claims described herein against Defendant and the Released Parties and will receive a portion of the amount set aside as PAGA Penalties, regardless of whether they opt out of the release of the Class Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount allocated to the LWDA PAGA Payments (e.g., $17,500) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period, and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual PAGA Member during the PAGA Period.

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

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing

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contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. You can challenge the Administrator's decision at the Final Approval Hearing.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who doesn't opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if any).

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

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

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

Submit a written and signed letter with your first and last name, home address, email address or telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Olivo, et al. v. ServiceLink Services, LLC*, Case No. 30-2024-01426948-CU-OE-CXC, and include your identifying information (full name, home address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to the Administrator to be excluded by___, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

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_____(url)_____ or the Court's website _____(url)_____.

A Participating Class Member who disagrees with any aspect of the Settlement Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is_____**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Olivo v. ServiceLink Services, LLC*, Case No. 30-2024-01426948-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing at (time) in Department CX103 of the Orange County Superior Court, located at 751 West Stana Ana, Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) personally.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ____(specify entity)_____'s website at _____(url)___. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to https://www.occourts.org/online-services/case-access/ and entering the Case Number for the Action, Case No. 30-2024-01426948-CU-OE-CXC.

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

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Class Counsel:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
310-975-1493

Settlement Administrator:

Phoenix

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

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AMENDMENT TO CLASS AND PAGA SETTLEMENT AGREEMENT

This Amendment to Class Action and PAGA Settlement Agreement ("Amendment") is entered into by and between Plaintiffs Kayla Olivo and Aaron Oman ("Plaintiffs") and Defendant ServiceLink Services, LLC ("Defendant") (collectively, the "Parties"). This Amendment is made pursuant to the Court's April 13, 2026 tentative ruling and is intended to address the Court's identified concerns. Except as expressly modified herein, all terms of the Settlement Agreement remain in full force and effect.

For each amended provision below, the Amendment provides:

(1) a redlined version showing changes; and

(2) a clean version reflecting the final operative language.

7.1. Administrator

Redlined Version

The Parties have jointly selected CPT Group, Inc. ("CPT") to serve as the Administrator and verified that, as a condition of appointment, ~~Phoenix~~ **CPT** 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.

Clean Version

The Parties have jointly selected CPT Group, Inc. ("CPT") to serve as the Administrator and verified that, as a condition of appointment, CPT 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.

1.41 Response Deadline

Redlined Version

"Response Deadline" means 45 days after the Administrator mails the Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement**; provided, however, that Class Members to whom the Notice is re-mailed shall have an additional fourteen (14) days beyond the original Response Deadline**

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to submit any such responses.

Clean Version

"Response Deadline" means 45 days after the Administrator mails the Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom the Notice is re-mailed shall have an additional fourteen (14) days beyond the original Response Deadline to submit any such responses.

3.2.4.1 Tax Allocation of Individual Class Payments.

Redlined Version

~~20%~~ 33 1/3% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported by the Administrator to taxing authorities on an IRS W-2 Form. ~~80%~~ 66 2/3% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported by the Administrator to taxing authorities on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

Clean Version

Tax Allocation of Individual Class Payments. 33 1/3% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported by the Administrator to taxing authorities on an IRS W-2 Form. 66 2/3% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported by the Administrator to taxing authorities on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

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1.10 Class Notice

Redlined Version

"Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement. **The Class Notice shall include a Court-approved Request for Exclusion form that Class Members may complete and submit to request exclusion from the Settlement.**

Clean Version

"Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement. The Class Notice shall include a Court-approved Request for Exclusion form that Class Members may complete and submit to request exclusion from the Settlement.

5/1/2026
Dated: May___, 2026

DocuSigned by:
Kayla Olivo
B7F84879C3CB468...
Plaintiff Kayla Olivo

5/2/2026
Dated: May___, 2026

DocuSigned by:
Aaron Oman
F6FAF0693A39441...
Plaintiff Aaron Oman

Dated: May_1_, 2026

ServiceLink Services, LLC

By: Signed by:
Lauren Karl
891AEE495C25408...
Lauren Karl, General Counsel/EVP

Approved As to Form Only:

5/1/2026
Dated: May___, 2026

BOKHOUR LAW GROUP, P.C.

Signed by:
MEHRDAD BOKHOUR
D8D3643F271940F...
Mehrdad Bokhour
Attorneys for Plaintiffs

Docusign Envelope ID: F5B3B107-B370-8C3C-815A-9203B8857BB0

5/1/2026

Dated: May___, 2026

FALAKASSA LAW, P.C.

DocuSigned by:
Joshua Falakassa
15A628B2C5A149C...

Joshua Falakassa
Attorneys for Plaintiffs

Dated: May 1, 2026

TROUTMAN PEPPER LOCKE LLP

Kristalyn Lee

Mark J. Payne
Kristalyn F. Lee
Attorneys for Defendant

EXHIBIT “C”

Detailed Class Counsel Time Records

7/4/2024	Mehrdad Bokhour	Review intake notes and confer with co-counsel regarding viability of class and PAGA claims.	0.7	$750	$ 525.00	Investigations/Complaint
7/22/2024	Mehrdad Bokhour	Confer with client regarding representation; prepare and execute retainer agreement.	0.3	$750	$ 225.00	Investigations/Complaint
7/23/2024	Mehrdad Bokhour	Prepare and send request for client's personnel and payroll records.	0.6	$750	$ 450.00	Investigations/Complaint
8/20/2024	Mehrdad Bokhour	Review and analyze client's personnel, time and payroll records for potential violations.	3.4	$750	$ 2,550.00	Investigations/Complaint
9/19/2024	Mehrdad Bokhour	Draft and finalize PAGA notice to the LWDA; oversee submission and service on Defendant.	1.4	$750	$ 1,050.00	Investigations/Complaint
9/19/2024	Mehrdad Bokhour	Draft, review and finalize class action complaint, summons, and civil case cover sheet.	2.8	$750	$ 2,100.00	Investigations/Complaint
9/19/2024	Mehrdad Bokhour	Oversee submission of class action complaint, summons, and civil case cover sheet.	0.4	$750	$ 300.00	Investigations/Complaint
9/24/2024	Mehrdad Bokhour	Oversee service of process to defendant.	0.3	$750	$ 225.00	Investigations/Complaint
9/25/2024	Mehrdad Bokhour	Oversee submission of proof of service of summons.	0.3	$750	$ 225.00	Investigations/Complaint
10/10/2024	Mehrdad Bokhour	Review Court's minute order.	0.2	$750	$ 150.00	Pleadings
10/10/2024	Mehrdad Bokhour	Draft and finalize peremptory challenge under CCP § 170.6, supporting declaration and proposed order; oversee filing and service.	0.9	$750	$ 675.00	Pleadings
10/11/2024	Mehrdad Bokhour	Review Court's order granting peremptory challenge.	0.2	$750	$ 150.00	Pleadings
10/14/2024	Mehrdad Bokhour	Review Court's minute order.	0.2	$750	$ 150.00	Pleadings
10/24/2024	Mehrdad Bokhour	Review Defendant's answer to complaint.	0.7	$750	$ 525.00	Investigations/Complaint
11/5/2024	Mehrdad Bokhour	Review Court's minute order.	0.2	$750	$ 150.00	Pleadings
11/22/2024	Mehrdad Bokhour	Draft and finalize notice of case management conference; oversee filing and service.	0.6	$750	$ 450.00	Pleadings
1/2/2025	Mehrdad Bokhour	Meet and confer with opposing counsel regarding stipulation to file first amended complaint.	1	$750	$ 750.00	Investigations/Complaint
1/2/2025	Mehrdad Bokhour	Draft stipulation to file first amended complaint and first amended complaint.	2.7	$750	$ 2,025.00	Investigations/Complaint
1/3/2025	Mehrdad Bokhour	Oversaw submission and service of stipulation to file first amended complaint.	0.3	$750	$ 225.00	Investigations/Complaint
1/6/2025	Mehrdad Bokhour	Review Court's order granting stipulation to file first amended complaint.	0.3	$750	$ 225.00	Investigations/Complaint
1/7/2025	Mehrdad Bokhour	Oversaw submission and service of first amended complaint.	0.3	$750	$ 225.00	Investigations/Complaint
2/3/2025	Mehrdad Bokhour	Confer with opposing counsel and mediator's office to select mediator and schedule mediation.	0.4	$750	$ 300.00	Mediation/Settlement
2/4/2025	Mehrdad Bokhour	Meet and confer with opposing counsel regarding stipulation to continue case management conference.	1	$750	$ 750.00	Pleadings
2/5/2025	Mehrdad Bokhour	Draft and finalize informal discovery requests for class data, policies, and time and payroll records in advance of mediation.	2.3	$750	$ 1,725.00	Mediation/Settlement
2/5/2025	Mehrdad Bokhour	Draft stipulation to continue case management conference	1.2	$750	$ 900.00	Pleadings
2/6/2025	Mehrdad Bokhour	Oversaw submission and service of stipulation to continue case management conference.	0.2	$750	$ 150.00	Pleadings
2/6/2025	Mehrdad Bokhour	Review Defendant's answer to first amended complaint.	0.8	$750	$ 600.00	Investigations/Complaint
2/10/2025	Mehrdad Bokhour	Review Court's order granting stipulation to continue case management conference.	0.3	$750	$ 225.00	Pleadings
4/29/2025	Mehrdad Bokhour	Review Court's notice of case reassignment.	0.2	$750	$ 150.00	Pleadings
7/11/2025	Mehrdad Bokhour	Review and analyze Defendant's informal production, including policies and sampled time and payroll data; evaluate exposure.	6.9	$750	$ 5,175.00	Mediation/Settlement
7/24/2025	Mehrdad Bokhour	Draft and send correspondence to client regarding case status.	1.2	$750	$ 900.00	Investigations/Complaint
	Mehrdad Bokhour	Identify and vet potential substitute class representatives following the d	15	$750	$ 11,250.00	Investigations/Complaint
	Mehrdad Bokhour	Interview putative class members regarding Defendant’s wage and hour	20	$750	$ 15,000.00	Investigations/Complaint
8/21/2025	Mehrdad Bokhour	Confer with co-counsel regarding mediation strategy and damages analysis.	2.3	$750	$ 1,725.00	Mediation/Settlement
8/22/2025	Mehrdad Bokhour	Draft and finalize mediation brief, including exposure analysis.	5.8	$750	$ 4,350.00	Mediation/Settlement
8/28/2025	Mehrdad Bokhour	Prepare for and attend full-day mediation before Marc Feder, Esq.	8	$750	$ 6,000.00	Mediation/Settlement
9/18/2025	Mehrdad Bokhour	Draft, review, finalize, oversaw the submission and service of notice of settlement and stipulation to reserve date for preliminary approval.	1.1	$750	$ 825.00	Mediation/Settlement
9/19/2025	Mehrdad Bokhour	Draft, review, finalize, and oversaw submission and service of joint status report.	1.1	$750	$ 825.00	Pleadings
9/29/2025	Mehrdad Bokhour	Meet and confer with opposing counsel regarding stipulation to file second amended complaint.	1	$750	$ 750.00	Investigations/Complaint
9/29/2025	Mehrdad Bokhour	Draft, review, finalize, and oversaw the submission and service of the supplemental PAGA letter.	1.9	$750	$ 1,425.00	Investigations/Complaint
9/29/2025	Mehrdad Bokhour	Draft stipulation to file second amended complaint and second amended complaint.	2.3	$750	$ 1,725.00	Investigations/Complaint
9/29/2025	Mehrdad Bokhour	Oversaw submission and service of stipulation to file first amended complaint.	0.3	$750	$ 225.00	Investigations/Complaint

10/1/2025	Mehrdad Bokhour	Review Court's order granting stipulation to file second amended complaint.	0.4	$750	$ 300.00	Investigations/Complaint
10/2/2025	Mehrdad Bokhour	Oversaw submission and service of first amended complaint.	0.3	$750	$ 225.00	Investigations/Complaint
10/2/2025	Mehrdad Bokhour	Review Court's minute order.	0.2	$750	$ 150.00	Pleadings
11/20/2025	Mehrdad Bokhour	Draft long-form class action and PAGA settlement agreement and class notice.	1.2	$750	$ 900.00	Mediation/Settlement
11/25/2025	Mehrdad Bokhour	Review and explain settlement agreement to clients; obtain signatures.	0.5	$750	$ 375.00	Mediation/Settlement
1/2/2026	Mehrdad Bokhour	Draft, review, finalize, and oversaw submission and service of joint status report.	1.1	$750	$ 825.00	Pleadings
1/5/2026	Mehrdad Bokhour	Review Court's minute order.	0.3	$750	$ 225.00	Pleadings
1/8/2026	Mehrdad Bokhour	Draft motion for preliminary approval, supporting declarations and proposed order.	5.9	$750	$ 4,425.00	Motion for Preliminary Approval
1/9/2026	Mehrdad Bokhour	Oversaw submission of settlement agreement, motion for preliminary approval, and supplemental declaration to LWDA.	0.3	$750	$ 225.00	Motion for Preliminary Approval
1/9/2026	Mehrdad Bokhour	Finalize, and oversaw submission and service of motion for preliminary approval and supporting documents.	1.1	$750	$ 825.00	Motion for Preliminary Approval
4/28/2026	Mehrdad Bokhour	Draft amendment to settlement agreement.	0.8	$750	$ 600.00	Mediation/Settlement
5/1/2026	Mehrdad Bokhour	Review and explain amendment to settlement agreement to clients; obtain signatures.	0.5	$750	$ 375.00	Mediation/Settlement
6/23/2026	Mehrdad Bokhour	Review Court's minute order.	0.3	$750	$ 225.00	Pleadings
6/26/2026	Mehrdad Bokhour	Review Defendant's notice of appearance.	0.8	$750	$ 600.00	Pleadings
8/7/2026	Mehrdad Bokhour	Draft, review, finalize, and oversaw the submission and service of third amended complaint.	2.1	$750	$ 1,575.00	Investigations/Complaint
8/7/2026	Mehrdad Bokhour	Draft supplemental declaration in support of motion for preliminary approval.	1.3	$750	$ 975.00	Motion for Preliminary Approval
8/7/2026	Mehrdad Bokhour	Oversaw submission of supplemental declaration and amended settlement agreement to LWDA.	0.6	$750	$ 450.00	Motion for Preliminary Approval
8/11/2026	Mehrdad Bokhour	Finalize and oversaw the submission and service of supplemental declaration in support of motion for preliminary approval.	0.8	$750	$ 600.00	Motion for Preliminary Approval
8/24/2026	Mehrdad Bokhour	Review Court's tentative ruling.	0.7	$750	$ 525.00	Motion for Preliminary Approval
8/25/2026	Mehrdad Bokhour	Draft, review, finalize, and oversaw the submission and service of notice of ruling.	1.3	$750	$ 975.00	Motion for Preliminary Approval
8/26/2026	Mehrdad Bokhour	Draft, review, finalize, and submission and service of amended proposed order granting preliminary approval.	1.1	$750	$ 825.00	Motion for Preliminary Approval
11/13/2026	Mehrdad Bokhour	Draft motion for final approval, supporting declarations and proposed order.	5.9	$750	$ 4,425.00	Motion for Final Approval
11/16/2026	Mehrdad Bokhour	Oversaw submission of settlement agreement, motion for final approval, and supplemental declaration to LWDA.	0.3	$750	$ 225.00	Motion for Final Approval
11/16/2026	Mehrdad Bokhour	Finalize and oversee the submission and service of motion for final approval.	1.1	$750	$ 825.00	Motion for Final Approval
	Mehrdad Bokhour	*Estimated: oversee settlement administration, respond to Class Member inquiries, and prepare final accounting submissions.*	10	$750	$ 7,500.00	Est. Future Work
Subtotals for Mehrdad Bokhour			**130**		**$ 97,500.00**	