

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Joseph Hernandez and Alex Pineda (“Plaintiffs”) and Defendants PavWest, Inc. and Pavewest Transport, Inc. (“Defendants”). The Agreement refers to Plaintiffs and Defendants together as “Parties,” or individually as “Party.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the “Released Claims” (as defined below) on a class and representative action basis pertaining to the “Released Parties” (as defined below) upon and subject to the terms and conditions contained herein. This Agreement, which is contingent upon final Court approval, contains the terms of the Parties’ agreement. The Class Representatives and Class Counsel believe, and the Parties have agreed, that the settlement set forth in this Agreement confers substantial benefits upon the Class Members.

1. DEFINITIONS.

- 1.1. “Actions” mean the Plaintiffs’ lawsuits alleging wage and hour violations against Defendants captioned *Hernandez v. Pavewest, Inc., et al.*, Case No. 2024CUOE03353 (Ventura County Superior Court); *Pineda v. Pavewest, Inc., et al.*, Case Nos. 24STCV29624 and 25STCV01851 (Los Angeles County Superior Court).
- 1.2. “Administrator” means CPT Group, Class Action Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all non-exempt employees who worked for any of the Defendants in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all non-exempt employees who worked for any of the Defendants in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Torus LLP and Bibiyan Law Group, P.C.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession, consisting of the Class Member’s name, last-known mailing address, Social Security number, and the number of Class Period Workweeks and, if applicable, PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as

either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from November 12, 2020 through the date of preliminary approval.
- 1.13. “Class Period Workweek” means any week during which a Class Member worked for any one or more of the Defendants as a non-exempt employee for at least one day, during the Class Period.
- 1.14. “Class Representatives” means the named Plaintiffs in the operative complaint in the Actions seeking Court approval to serve as Class Representatives.
- 1.15. “Class Representative Service Payments” means the amount the Court authorizes be paid to the Class Representatives for initiating the Actions and providing services in support of the Actions, in addition to Plaintiffs’ Individual Class Payments, in recognition of Plaintiffs’ efforts and risks in assisting with the prosecution of the Actions and in return for executing a general release with Defendants, as set forth herein.
- 1.16. “Court” means the Superior Court of California, County of Ventura.
- 1.17. “Defense Counsel” means Kyle D. Kring and Kerri N. Kramer of Kring & Associates, APC.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters the Final Judgment; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement following the Final Approval Hearing.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means \$800,000.00, which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, Class Representative Service Payments and the Administration Expenses Payment.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Class Period Workweeks.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval. The Final Judgment shall constitute a judgment respecting the Parties within the meaning and for purposes of California Code of Civil Procedure sections 577, 581(d), and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v. Superior Court* (2009) 46 Cal. 4th 969.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to 65% of the PAGA Penalties, under Labor Code section 2699, subd. (m).
- 1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is the total amount that will be paid to Participating Class Members in the form of Individual Class Payments and to Aggrieved Employees as Individual PAGA Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “Objection” refers to a signed, written statement submitted timely by a Participating Class Member to the Settlement Administrator that contains (1) the name and case number of the Actions (or reasonable portion thereof), (2) the full name, last four digits of their social security number, and current address of the Participating Class Member making the Objection, (3) the specific reason(s) for the Objection, and (4) all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the

Court to consider.

- 1.31. “Objector” refers to a Participating Class Member who has submitted an Objection.
- 1.32. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for any one or more of the Defendants as a non-exempt employee for at least one day during the PAGA Period.
- 1.33. “PAGA Period” means the period from November 12, 2023 through the date of preliminary approval, whichever is sooner.
- 1.34. “PAGA” means the California Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.*).
- 1.35. “PAGA Notices” means Plaintiffs’ November 12, 2024 and November 19, 2024 letters to Defendants and the LWDA allegedly providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.36. “PAGA Penalties” means \$10,000.00, which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$3,500.00) and the 65% to LWDA (\$6,500.00) in settlement of PAGA claims.
- 1.37. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.42. “Released Parties” means Defendants, and each of their current and former directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, employees, managing agents, subsidiaries, parents, affiliates, and or related companies (including their parent corporations and any affiliated corporations, and each of their respective owners, officers, directors, stockholders, managers, agents, employees, and representatives).
- 1.43. “Request for Exclusion” means a Class Member’s submission of a timely, written opt-out request to be excluded from the Class Settlement signed by the Class Member.

- 1.44. “Response Deadline” means 45 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion, or (b) fax, email, or mail Objections. Class Members to whom the Class Notice are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date the Response Deadline has expired. The timeliness of mailed Request for Exclusion Forms will be determined by valid postmark.
- 1.45. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On November 12, 2024, Plaintiff Pineda filed a Class Action Complaint alleging the following causes of action against Defendant PaveWest, Inc. on a class basis: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Waiting Time Penalties; (6) Wage Statement Violations; and (7) Failure to Timely Pay Wages; (8) Failure to Indemnify; (9) Failure to Pay Interest on Deposits; (10) Violation of Labor Code section 227.3; (11) Unfair Competition. On January 23, 2025, Plaintiff Pineda filed a separate PAGA Action Complaint alleging one cause of action against Defendant PaveWest, Inc. on a representative basis: (1) PAGA Civil Penalties for violations of Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, 1198.5, 1527, 3366, 3457, and 8397.4.
- 2.2. On November 19, 2024, Plaintiff Hernandez filed a Class and PAGA Complaint asserting the following causes of action against Defendants (1) Failure to Pay All Wages; (2) Meal Period Violations; (3) Rest Period Violations; (4) Failure to Reimburse Business Expenses; (5) Wage Statement Violations; (6) Waiting Time Penalties; and (7) Unfair Competition Law violations. and (8) PAGA Civil Penalties for violations of Labor Code sections 96, 201, 202, 203, 204, 206, 210, 221, 223, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 233, 234, 246, 510, 512, 558, 558.1, 1171, 1174, 1174.5, 1811, 1815, 1194, 1194.2, 1197, 1197.5(k), 1198, 1199, 2800, and 2802.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs represent that they gave timely written notice to Defendants and the LWDA by sending the PAGA Notices on November 12 and November 19, 2024.
- 2.4. Defendants deny: (1) all the material allegations in the Actions; (2) that they violated any laws; (3) that they are liable for damages, penalties, interest, restitution, attorneys’ fees or costs, or for any other compensation or remedy with respect to anyone on account of the claims asserted in the Actions; and (4) that class certification, collective action certification, and/or representative treatment are appropriate as to any claim in the Actions for purposes other than settlement. Defendants contend that their policies, procedures, and practices comply with all applicable laws asserted in the Actions. Nonetheless, without admitting any liability or wrongdoing whatsoever and without admitting that class certification, collective

action certification, and/or representative treatment are appropriate for any purpose other than for settlement purposes alone, Defendants have agreed to settle the Actions on the terms set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigation. Any statements by Defendants in this Agreement are made for settlement purposes only and shall under no circumstances be construed as an admission of fault or liability by Defendants or either of them.

- 2.5. On April 11, 2025, the Parties participated in an all-day mediation presided over by mediator Will Klatte, Esq. which led to this Agreement to settle the Actions.
- 2.6. Prior to mediation, Plaintiffs obtained, through informal discovery written policy documents applicable to the claims, a sampling of Class Members' time and pay records, and other relevant data points concerning the composition of the Class and the Aggrieved Employees. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.7. The Court has not granted class certification.
- 2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending class or representative matter or action asserting claims that will be extinguished or affected by the Settlement.
- 2.9. Following execution of this Agreement, the Parties will stipulate to allow Plaintiff Hernandez to file an amended complaint (the "Operative Complaint") for settlement purposes only adding Plaintiff Pineda as a Plaintiff to the *Hernandez* action and to include all factual and legal claims alleged in all Actions in order to effectuate the Settlement. Upon final approval of the Settlement, Plaintiff Pineda agrees to dismiss his class action (24STCV29624) and PAGA action (25STCV01851) without prejudice as to the class and representative claims and with prejudice as to Plaintiff Pineda's individual claims. Pending final approval of the Settlement, Plaintiff Pineda agrees to stay all litigation of, and take no action to separately pursue, his Actions.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants agree to pay \$800,000.00 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, to fully settle, resolve, and extinguish the claims in the Actions. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified

by the Court in the Final Approval:

- 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000.00 (in addition to any Individual Class Payments and any Individual PAGA Payments the Class Representatives are entitled to receive as Participating Class Members). Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this total amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$280,000, and a Class Counsel Litigation Expenses Payment of not more than \$30,000. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Final Approval of the Settlement no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties will have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel jointly assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and each agree to hold Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000, the Administrator will allocate the remainder to the Net Settlement Amount. To the extent the Court approves, upon a showing of good cause, a higher Administration Expenses Payment, the difference will be paid from, and not in addition to, the Gross Settlement Amount, thereby reducing the Net Settlement Amount
- 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 Class Period Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Period Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. These allocations represent the Parties' good faith allocation based on the claims asserted and potential damages related to wages, liquidated damages, interest and penalties. In accordance with applicable law, the Administrator will make required tax withholdings from the Wage Portion of each Individual Class Payment and will remit the withholding to the appropriate taxing authorities. The Administrator shall issue any necessary Form W-2 and 1099 statements to Participating Class Members for their respective Individual Class Payments. No opinion regarding the tax consequences of this Settlement to any individual Participating Class Member is being given, or will be given, by Defendants, Defense Counsel, any other Released Party, or Class Counsel. If they desire such advice, Participating Class Members must consult their own tax advisors regarding the tax consequences of this Settlement, including but not limited to any payments provided or tax reporting obligations. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 65% (\$6,500.00) allocated to the LWDA PAGA Payment and 35% (\$3,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of the PAGA Penalties (\$3,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. No payroll taxes will be withheld or deducted from each Aggrieved Employee's Individual PAGA Payment, and the Settlement Administrator will issue to Aggrieved Employees an IRS Form 1099 for each such payment. Aggrieved Employees assume sole responsibility and liability for any taxes owed on their Individual PAGA Payment and will indemnify and hold harmless Defendants and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of any Individual PAGA Payment.

- 3.2.5.2. If the Court approves PAGA Penalties of an amount different from the amount requested, the Administrator will allocate the difference to/from the Net Settlement Amount, without any impact on the Gross Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records as of April 11, 2025, Defendants estimated there were approximately 273 Class Members who collectively worked a total of approximately 15,457 Class Period Workweeks.
- 4.2. Class Data. Not later than 30 days after notice that the Court granted Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. The Class Data will not be shared with Plaintiffs and Class Counsel unless expressly approved by Defendants and Defense Counsel or if a Class Member requests that their personal data be shared with Class Counsel. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants 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. Defendants will fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date, or within 7 days after the Administrator provides Defense Counsel with all information needed for funding, including complete payment instructions and payroll tax calculations, whichever is later.
- 4.4. Payments from the Gross Settlement Amount. Within 10 days after Defendants fund 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 will not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check will prominently state the date (180 days

after the date of mailing) when the check will be voided (hereinafter "Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator will 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. No Party, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Administrator.

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

4.4.4. The payment of any amount under this Agreement, including Individual Class Payments and/or Individual PAGA Payments, will not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants 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, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. In addition to the claims released under Sections 5.2 and 5.3 below, Plaintiffs and Plaintiffs' former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, agree to a general release of any

and all claims, transactions, primary rights, or occurrences against Released Parties—which will include without limitation any and all claims which in any way relate to Plaintiffs’ employment with Defendants, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Operative Complaint or not, including, but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or arising in the future, based on any act, omission, event, occurrence, primary right, or nonoccurrence from the beginning of time to the date of execution hereof (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, and workers’ compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs’ Release will be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

5.1.1 Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs’ Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, causes of actions, demands, debts, obligations, penalties, damages or liability of any nature whatsoever, known or unknown, based on or arising out of the facts, circumstances, or primary rights that were alleged, or reasonably could have been alleged in the Operative Complaint, including but not limited to: (1) failure to pay wages (including but not limited to overtime pay, double time, minimum wage, regular wages, vacation pay, sick pay, and wages at the regular rate of pay or applicable prevailing wage rate); (2) failure to provide compliant meal periods or pay meal period premiums at the regular rate of pay; (3) failure to authorize or permit compliant rest periods or pay rest period premiums at the regular rate of pay; (4) failure to timely pay all wages during employment; (5) failure to pay all wages due to discharged or resigned employees, or other benefits; (6) failure to maintain required records; (7) failure to reimburse necessary expenditures; (8) claims for interest, penalties, or premiums in connection therewith; (9) claims for failure to comply with the employee itemized wage statement provision under California Labor Code section 226; (10) penalties for violations of the California Labor Code; (11) violation of California Business and Professions Code Section 17200, et seq.; and (12) all other claims under California common law, the California Labor Code, California Wage Orders, the California Business and Professions Code set forth in the Operative Complaint including alleged violation of California Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a,

205, 205.5, 206, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 233, 234, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 558, 558.1, 1171, 1174, 1174.5, 1811, 1815, 1194, 1194.2, 1197, 1102.5, 1197.5, 1198, 1198.5, 1199, 1527, 2800, 2802, 3366, 3457, and 8397.4, California Business and Professions Code sections 17000 and 17200 et. seq., the applicable Wage Orders issued by the Industrial Welfare Commission, or any other claim for any statutory or civil penalty that have been, or could have been, asserted based on the facts, circumstances, or primary rights alleged in the Operative Complaint including claims for damages, reimbursement, restitution, losses, penalties, fines, liens, attorney's fees, costs, expenses, debts, interest, injunctive or declaratory relief, liquidated damages or similar relief. The Final Judgment will cover and bar each and every Participating Class Member from asserting any Released Claims in the future. Except as set forth in Section 5.3 of this Agreement, Participating Class Members other than Plaintiffs do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 5.3 Release by Aggrieved Employees: All Aggrieved Employees, regardless of whether they are also Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and any amendments thereto, the PAGA Notices, and ascertained in the course of the Actions, including any and all claims for PAGA penalties involving any alleged unpaid wages, including but not limited to, failure to pay minimum wages, straight time compensation, overtime, and double time compensation; failure to timely pay regular and final wages; failure to pay the proper rate of pay for overtime, meal and rest period premiums, vacation pay, and sick pay; failure to provide compliant meal and rest periods or provide premium pay; failure to provide compliant recovery and/or cool-down periods; failure to provide accurate itemized wage statements; failure to keep accurate records of wages paid and hours worked; failure to reimburse business expenses; failure to properly reimburse deposits made; failure to provide potable water; violation of "anti-gag" rule and/or other restriction of speech, protected activity, or information disclosure; sick leave interference; failure to provide suitable seating; failure to maintain adequate/comfortable temperatures; exposure to temperature-related hazards; requirement to execute a false release of claim or right on account of wages due or to become due; unlawful wage deductions; failure to comply with notice requirements, including under the Wage Theft Prevention Act of 2011; failure to provide weekly wages due to temporary workers; collection, taking, or receipt of gratuities left to employees; preventing employees from using or disclosing skills, knowledge, and experience obtained; prevention of engagement in lawful conduct during non-work hours; prevention of employee participation in politics or political activity and/or from becoming candidates for political office; requiring employees to agree to terms and conditions of employment known to be prohibited by law; conducting unlawful background checks; reliance on applicant salary history; equal pay violations; unlawful employment of minors, including in hazardous occupations; and attorneys' fees and costs.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiffs agree to prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist or other similar Court or Department guidelines for Preliminary Approvals.

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

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is alone responsible for expeditiously filing the finalized Motion for Preliminary Approval and delivering the Court’s Preliminary Approval Order 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 or real-time video/audio conferencing software, 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 determine whether they can reach an agreement to modify the Agreement and/or otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

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

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

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

7.4 Notice to Class Members.

7.4.1 No later than five (5) business days after receipt of the Class Data, the Administrator will notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Class Period Workweeks, and PAGA Pay Periods.

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

7.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator will re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator will conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained, if different from the original mailing address used on the returned item. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members for whom no alternative mailing address can be located or whose Class Notice is returned by the USPS a second time.

7.4.4 The Response Deadline will be extended an additional 14 days beyond the 45

days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants 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 Response Deadline, whichever is 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 not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or his/her representative that clearly communicates the Class Member's election to be excluded from the Settlement and includes the name and case number of the Actions (or reasonable portion thereof) and the Class Member's full name, address, email address or telephone number, last four digits of their social security number, and signature. 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 solely because it fails to contain all the information specified in the Class Notice. The Administrator will accept any signed Request for Exclusion as valid if the Administrator can definitively ascertain (including through efforts discussed below) the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination will be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity or validity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity and/or desire to be excluded. The Administrator's determinations of authenticity and validity will be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless 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 will not receive an Individual Class

Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

- 7.6 Challenges to Calculation of Class Period Workweeks. Each Class Member will have until the Response Deadline to challenge the number of Class Period 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 mail. The Administrator must encourage the challenging Class Member to submit copies of supporting documentation. Class Members should be warned not to submit originals, as the Administrator is not authorized to incur any expenses to return them. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Class Period Workweeks and/or PAGA Pay Periods. In the absence of any contrary documentation, the Administrator is entitled to presume that the workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Class Period Workweeks and/or PAGA Pay Periods will be final and not appealable or otherwise susceptible to challenge. The Administrator will promptly provide copies of all challenges to calculation of Class Period Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel (with personally identifying information – other than names -of any Class Members redacted), along with copies of the Administrator's determination of the challenges.

7.7 Objections to Settlement.

- 7.7.1 Only Participating Class Members may object to 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 Objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send an Objection to the Administrator must do so not later than the Response Deadline.

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

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

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

and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Final Approval Order, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the Response Deadline, the Administrator will 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; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, Objections received, challenges to Class Period Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include, if applicable, the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and Objections received.
- 7.8.4 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion received (both valid or invalid) and the number of Objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.5 Final Report by Settlement Administrator. Within 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 14 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on their records, Defendants have represented that there were approximately 15,457 Class Period Workweeks through April 11, 2025, and Plaintiffs are entering into this Settlement based in part on that representation. In the event it is determined that the actual number of Class Period Workweeks exceeds 15,457 by more than 10%, then Defendants, at their option, can either choose to: (1) increase the Gross Settlement Amount by \$51.76 per additional Class Period Workweek in excess of 17,003 (the 10% escalation limit) or (2) cut off the Class Period before the total number of Class Period Workweeks increases above 17,003.
9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members or Class Members whose collective Class Period Workweeks exceed 10% of all Class Period Workweeks, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement will 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, Defendants will remain responsible for paying all Settlement Administration Expenses actually incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than 10 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (s), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs will provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 Response to Objections. Each Party retains the right to respond, independently or jointly with other Parties, to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns, including to determine in good faith whether an agreement can be reached to revise 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 will not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement will be null and void. The Parties will nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel will 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree that class certification and representative treatment are for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the

Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation or arbitration (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; or (4) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect.
- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph will be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 No Publicity. Plaintiffs and Plaintiffs' Counsel will not contact the media about the settlement or respond to any inquiries by the media regarding the Settlement, other than to state that the matter was amicably settled, and the Court did not find Defendants liable.
- 12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits will constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral or prior written representations, warranties, covenants, or inducements made to or by any Party.
- 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.7 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, submitting supplemental evidence and

supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 12.8 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 Settlement.
- 12.9 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor will 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 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.
- 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 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.
- 12.13 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.
- 12.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information will survive the execution of this Agreement.
- 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants (directly or through the Administration) in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs will destroy, all paper and electronic versions of Class Data received from Defendants (directly or through the Administrator) unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

- 12.16 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.
- 12.17 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement will be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or state legal holiday, such date or deadline will be on the first business day thereafter.
- 12.18 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:

David Alami
Daniel J. Hyun
david@torusllp.com
daniel@torusllp.com
TORUS LLP
2 Park Plaza, Ste. 1260
Irvine, California 92614
Telephone: (949) 590-4122

David Bibiyan
david@tomorrowlaw.com
Rafael Yedoyan
rafael@tomorrowlaw.com
BIBIYAN LAW GROUP, P.C.
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555
Fax: (310) 300-1705

To Defendants:

Kyle D. Kring
Kerri N. Kramer
kkring@kringandassociates.com
kkramer@kringandassociates.com
eserve@kringandassociates.com
KRING & ASSOCIATES, APC
38 Corporate Park
Irvine, CA 92606
Telephone: (949) 393-1400
Fax: (949) 393-1430

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

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

The Parties hereby execute this Settlement.

[Signatures on Following Page]

Dated: 06/11/2025 _____

JOSEPH HERNANDEZ

By: Joseph Hernandez
Joseph Hernandez (Jun 11, 2025 17:41 PDT)

(Signature)

Dated: _____

ALEX PINEDA

By: _____
(Signature)

Dated: _____

PAVEWEST, INC.

By: _____
(Signature)

(Printed Name)

(Title)

Dated: _____

PAVEWEST TRANSPORT, INC.

By: _____
(Signature)

(Printed Name)

(Title)

Dated: 06/11/2025

JOSEPH HERNANDEZ

By: *Joseph Hernandez*
Joseph Hernandez (Jun 11, 2025 17:41 PDT)
(Signature)

Dated: 06/24/2025

ALEX PINEDA

By: *AP*
ALEX PINEDA (Jun 24, 2025 16:47 PDT)
(Signature)

Dated: _____

PAVEWEST, INC.

By: _____
(Signature)

(Printed Name)

(Title)

Dated: _____

PAVEWEST TRANSPORT, INC.

By: _____
(Signature)

(Printed Name)

(Title)

Dated: _____

JOSEPH HERNANDEZ

By: _____
(Signature)

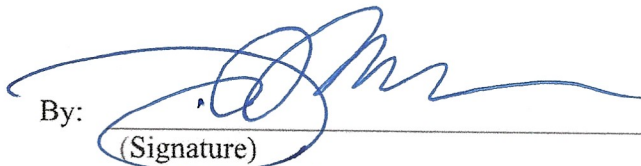
Dated: _____

ALEX PINEDA

By: _____
(Signature)

Dated: 6.24.25

PAVEWEST, INC.

By:  _____
(Signature)

Don Mangan
(Printed Name)

President
(Title)

Dated: 6/12/25

PAVEWEST TRANSPORT, INC.

By:  _____
(Signature)

Richard T. Mangan
(Printed Name)

President
(Title)

Approved as to form:

Dated: June 11, 2025

TORUS LLP

By: 
David Alami
Daniel J. Hyun
Attorneys for Plaintiffs JOSEPH HERNANDEZ

Dated: _____

BIBIYAN LAW GROUP, P.C.

By: _____
David Bibiyan
Attorneys for Plaintiffs ALEX PINEDA

Dated: _____

KRING & ASSOCIATES, APC

By: _____
Kyle D. Kring
Kerri N. Kramer
Attorneys for Defendants

Approved as to form:

Dated: _____

TORUS LLP

By: _____

David Alami

Daniel J. Hyun

Attorneys for Plaintiffs JOSEPH HERNANDEZ

Dated: 7/2/25 _____

BIBIYAN LAW GROUP, P.C.

By: Vedang J. Patel _____

David Bibiyan ; Vedang J. Patel

Attorneys for Plaintiffs ALEX PINEDA

Dated: _____

KRING & ASSOCIATES, APC

By: _____

Kyle D. Kring

Kerri N. Kramer

Attorneys for Defendants

Approved as to form:

Dated: _____

TORUS LLP

By: _____

David Alami

Daniel J. Hyun

Attorneys for Plaintiffs JOSEPH HERNANDEZ

Dated: _____

BIBIYAN LAW GROUP, P.C.

By: _____

David Bibiyan

Attorneys for Plaintiffs ALEX PINEDA

Dated: June 26, 2025

KRING & ASSOCIATES, APC

Handwritten signatures of Kyle D. Kring and Kerri N. Kramer. The signature of Kyle D. Kring is on the left, and the signature of Kerri N. Kramer is on the right. Both signatures are in black ink and are written in a cursive, stylized manner.

By: _____

Kyle D. Kring

Kerri N. Kramer

Attorneys for Defendants

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

(Joseph Hernandez, et al. v. Pavewest, Inc., et al., Case No. 2024CUOE033533)

***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 a class action lawsuit (“Action”) against Defendants Pavewest, Inc. and Pavewest Transport, Inc. (“Defendants”) for alleged wage and hour violations. The Action was filed by former employees of Pavewest, Inc., Plaintiffs Joseph Hernandez and Alex Pineda (“Plaintiffs”) and seeks payment for a variety of disputed wage and hour claims, including alleged unpaid wages, meal and rest period premiums, reimbursements for expenses, and penalties for inaccurate wage statements and failure to timely pay wages during and upon separation of employment for a class of non-exempt employees (“Class Members”) who worked for any of the Defendants as a non-exempt employee during the Class Period (from November 12, 2020 through [REDACTED]); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for any of the Defendants during the PAGA Period (from November 12, 2023 through [REDACTED]) (“Aggrieved Employees”). Defendants have at all times denied the claims and no violations have been found by the Court. Instead, the Parties agreed to settle to end the litigation.

The proposed Settlement (“Settlement”) has two main parts: (1) a Class Settlement in which Defendants agreed to fund Individual Class Payments, and (2) a PAGA Settlement in which Defendants agreed to fund Individual PAGA Payments and a payment to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work as a non-exempt employee during the PAGA Period.)

The above estimates are based on Defendants’ records showing that you worked as a non-exempt employee during all or part of [REDACTED] workweeks during the Class Period and you worked as a non-exempt employee during all or part of [REDACTED] pay periods during the PAGA Period. If you believe that you worked more 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 Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. **Your legal rights are affected whether you act or not act. Read this Notice carefully.** You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs, Plaintiffs’ attorneys (“Class Counsel”), the Class, and others. The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved

Employees to give up their rights to assert certain claims against the Released Parties, as described in further detail below.

If you worked for one or more Defendants as a non-exempt employee during the Class Period and/or the PAGA Period, you have a number of options under the Settlement, which are outlined in the table below and discussed further in this Notice.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will 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 claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the 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 Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the Settlement. Individual PAGA Payments will be issued to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below). You should be aware that Opting Out of the Settlement does not return any money to Defendants or provide them any other benefit.
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 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 _____, at _____. 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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records are stated on the first page of this Notice. If you disagree with either or both of these numbers, you must challenge them by DATE _____. See Section 4 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of PaveWest, Inc. who accused Defendants of violating California labor laws by, among other claims, failing to pay all wages, including but not limited to, failure to pay minimum wages, straight time compensation, overtime at the regular rate of pay, and double time compensation at the regular rate of pay, and interest; failing to timely pay regular and final wages; failing to pay the proper rate of pay for overtime, meal and rest period premiums at the regular rate of pay, vacation pay, and sick pay; failing to provide meal and rest periods or provide premium pay; failing to provide accurate itemized wage statements; failing to keep accurate records of wages paid and hours worked; failing to reimburse business expenses; failure to timely pay all wages during employment and upon separation of employment; and engaging in unfair business practices. 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 the following attorneys in the Action: David Alami and Daniel J. Hyun of Torus LLP and David Bibiyan of Bibiyan Law Group, P.C. (collectively, “Class Counsel”). The contact information for Class Counsel is in **Section 9** of this Notice.

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

So far, **the Court has made no determination whether Defendants or Plaintiffs are correct on the merits.** Instead, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a Settlement that is subject to the Court’s Final Approval. Both sides agree the Settlement is a compromise of disputed claims. **By agreeing to settle, Defendants do not admit any violations or concede the merits of any claims.** They simply determined that settling the case now was the best way to end the litigation and return their time, resources, and attention to their businesses.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best

interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants Will Pay \$800,000 as the “Gross Settlement”. Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the Settlement or the Judgment is appealed.
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 \$280,000 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$30,000.00 to Class Counsel for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 in total Class Representative Service Payments to Plaintiffs for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only amount Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment, even though Plaintiffs gave up more rights under the Settlement than other Class Members.
 - C. Up to \$10,000 to the Administrator for services administering the Settlement.
 - D. Up to \$10,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.
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 Defendants 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. Defendants will separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants 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. Neither are any of their attorneys or the Administrator. You alone are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.

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

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

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

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

7. The Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, CPT Group (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 Class Period Workweeks and/or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in **Section 9** of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and 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 opt out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or their related entities based on the claims resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties (which means means Defendants, and each of their current and former directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, employees, managing agents, subsidiaries, parents, affiliates, and or related companies (including their parent corporations and any affiliated corporations, and each of their respective owners, officers, directors, stockholders, managers, agents, employees, and representatives) from any and all claims, causes of actions, demands, debts, obligations, penalties, damages or liability of any nature whatsoever, known or unknown, based on or arising out of the facts, circumstances, or primary rights that were alleged, or reasonably could have been alleged in the Operative Complaint, including but not limited to: (1) failure to pay wages (including but not limited to overtime pay, double time, minimum wage, regular wages, vacation pay, sick pay, and wages at the regular rate of pay); (2) failure to provide compliant meal periods or pay meal period premiums at the regular rate of pay or applicable prevailing wage rates; (3) failure to authorize or permit compliant rest periods or pay rest period premiums at the regular rate of pay; (4) failure to timely pay all wages during employment; (5) failure to pay all wages due to discharged or resigned employees, or other benefits; (6) failure to maintain required records; (7) failure to reimburse necessary expenditures; (8) claims for interest, penalties, or premiums in connection therewith; (9) claims for failure to comply with the employee itemized wage statement provision under California Labor Code section 226; (10) penalties for violations of the California Labor Code; (11) violation of California Business and Professions Code Section 17200, et seq.; and (12) all other claims under California common law, the California Labor Code, California Wage Orders, the California Business and Professions Code set forth in the Operative Complaint including alleged violation of California Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 206, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 233, 234, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 558, 558.1, 1171, 1174, 1174.5, 1811, 1815, 1194, 1194.2, 1197, 1102.5, 1197.5, 1198, 1198.5, 1199, 1527, 2800, 2802, 3366, 3457, and 8397.4, California Business and Professions Code sections 17000 and 17200 et. seq., the applicable Wage Orders issued by the

Industrial Welfare Commission, or any other claim for any statutory or civil penalty that have been, or could have been, asserted based on the facts, circumstances, or primary rights alleged in the Operative Complaint including claims for damages, reimbursement, restitution, losses, penalties, fines, liens, attorney's fees, costs, expenses, debts, interest, injunctive or declaratory relief, liquidated damages or similar relief. The Final Judgment will cover and bar each and every Participating Class Member from asserting any Released Claims in the future. Except as set forth in Section 5.3 of the Agreement, Participating Class Members other than Plaintiffs do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement and the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including 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 Defendants or their related entities based on the PAGA claims resolved by this Settlement.

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

All Aggrieved Employees, regardless of whether they are also Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and any amendments thereto, the PAGA Notices, and ascertained in the course of the Action, including any and all claims for PAGA penalties involving any alleged unpaid wages, including but not limited to, failure to pay minimum wages, straight time compensation, overtime, and double time compensation; failure to timely pay regular and final wages; failure to pay the proper rate of pay for overtime, meal and rest period premiums, vacation pay, and sick pay; failure to provide compliant meal and rest periods or provide premium pay; failure to provide compliant recovery and/or cool-down rest periods; failure to provide accurate itemized wage statements; failure to keep accurate records of wages paid and hours worked; failure to reimburse business expenses; failure to properly reimburse deposits made; failure to provide potable water; violation of "anti-gag" rule and/or other restriction of speech, protected activity, or information disclosure; sick leave interference; failure to provide suitable seating; failure to maintain adequate/comfortable temperatures; exposure to temperature-related hazards; requirement to execute a false release of claim or right on account of wages due or to become due; unlawful wage deductions; failure to comply with notice requirements, including under the Wage Theft Prevention Act of 2011; failure to provide weekly wages due to temporary workers; collection, taking, or receipt of gratuities left to employees; preventing employees from using or disclosing skills, knowledge, and experience

obtained; prevention of engagement in lawful conduct during non-work hours; prevention of employee participation in politics or political activity and/or from becoming candidates for political office; requiring employees to agree to terms and conditions of employment known to be prohibited by law; conducting unlawful background checks; reliance on applicant salary history; equal pay violations; unlawful employment of minors, including in hazardous occupations; and attorneys' fees and costs.

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 Class Period Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Class Period Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. Your Class Period Workweeks and/or PAGA Pay Periods, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [DATE] to challenge these numbers 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 Defendants' calculation of Class Period Workweeks and/or PAGA Pay Periods based on its records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Class Period Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Non-Participating Class Member who is also an Aggrieved Employee.

Your check will be sent to the same address as this Notice. **If this address is not correct or you change your address before receiving a check, 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?

To opt-out, you must submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Class Settlement. Be sure to personally sign your request, identify the Action as *Hernandez, et al. v. Pavewest, Inc., et al.*, Case No. 2024CUOE033533, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [DATE], 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 the full details of what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. 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 on the Administrator's Website or the Court's website.

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the 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 [DATE].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Hernandez, et al. v. Pavewest, Inc., et al.*, Case No. 2024CUOE033533 and include your name, current address, telephone number, and approximate dates of employment with Defendants and sign the objection. **Section 9** of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **[INSERT FINAL APPROVAL HEARING DATE]** at **[INSERT TIME]** in Department **[INSERT DEPARTMENT NUMBER]** of the Ventura Superior Court, located at Hall of Justice Courthouse, 800 S Victoria Ave, Ventura, CA 93009. 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 to attend) either personally or virtually. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents, is to go to the Administrator's website at **[INSERT 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://ventura.ecourt.com/public-portal/> and searching for Case No. 2024CUOE033533.

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

Class Counsel:

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KRING & ASSOCIATES, APC
38 Corporate Park
Irvine, CA 92606
Telephone: (949) 393-1400
Fax: (949) 393-1430

Settlement Administrator:

[INSERT NAME]

[INSERT EMAIL ADDRESS]:

[INSERT MAILING ADDRESS]:

[INSERT TELEPHONE NUMBER]:

[INSERT FAX NUMBER]:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

If your check is already void, you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/upd_msg.html) 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.

2025.06.06. Hernandez.Pineda - Class Settlement w notice

Final Audit Report

2025-06-12

Created:	2025-06-11
By:	Viviana Contreras (viviana@torusllp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWENstVRBZ-HZ4vJahWyrUSVD7H2EjrQH

"2025.06.06. Hernandez.Pineda - Class Settlement w notice" History

 Document created by Viviana Contreras (viviana@torusllp.com)
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 Email viewed by Joseph Hernandez (oscarhdz729@yahoo.com)
2025-06-11 - 11:50:50 PM GMT

 Document e-signed by Joseph Hernandez (oscarhdz729@yahoo.com)
Signature Date: 2025-06-12 - 0:41:09 AM GMT - Time Source: server

 Agreement completed.
2025-06-12 - 0:41:09 AM GMT