

**ADDENDUM TO
CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

This Addendum to Class Action and PAGA Settlement Agreement and Class Notice (“Addendum”) is made by and between plaintiffs Joseph Hernandez and Alex Pineda (collectively, “Plaintiffs”) and Defendants PaveWest, Inc. and Pavewest Transport, Inc. (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as a “Party.”

The Parties entered into a Class Action and PAGA Settlement Agreement and Class Notice on or about July 2, 2025 (“Settlement Agreement”). The Parties now wish to partially amend the Settlement Agreement to address concerns raised by the Court regarding the Settlement Agreement’s allocation of the Gross Settlement Amount as between the class and non-class claims.

The amended Class Notice is attached hereto as Exhibit A.

1. **Amendments to Settlement Agreement.** The Parties hereby amend the Settlement Agreement as follows:

- 1.1 Paragraph 1.36 is amended to read

“PAGA Penalties” means \$50,000, which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated to the Aggrieved Employees and to the LWDA in settlement of PAGA claims.

- 1.2 Paragraph 3.2.5. is amended to read:

To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000.00 to be paid from the Gross Settlement Amount, with 65% (\$32,500.00) allocated to the LWDA PAGA Payment and 35% (\$17,500.00) allocated to the Individual PAGA Payments.

- 1.3 Paragraph 3.2.5.1 is amended to read:

The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 35% share of the PAGA Penalties (\$17,500.00) 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.

2 **Amendments to Class Notice.** The Parties hereby amend the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) as follows:

2.1 Section 3(2)(D) is amended to read:

(D) Up to \$50,000 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.

3.3 Section 4(2) is amended to read:

ii. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$17,500.00 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 **Final Agreement.** Upon execution by all Parties’ representatives, the Settlement Agreement, together with its attached exhibit, as amended herein, and this Addendum, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

Approved:

Dated: 11/20/2025

TORUS LLP

By: 

David Alami

Daniel J. Hyun

Attorneys for Plaintiffs

Dated: 11/19/2025

BIBIYAN LAW GROUP

By: Vedang J. Patel

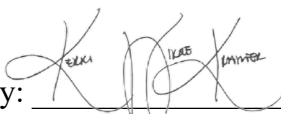
David Bibiyan

Vedang Patel

Attorneys for Plaintiffs

Dated: 11/17/25

KRING & ASSOCIATES, APC

By: 

Kyle Krings
Kerri 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.

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?

- i. 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.
- ii. 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 \$50,000.00 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.

- iii. 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.
- iv. 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.

- v. 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.

- vi. 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.

- vii. 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.
- viii. 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.
- ix. 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.

- x. 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?

- i. 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.
- ii. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$17,500.00 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.
- iii. 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?

- i. 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.
- ii. 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.

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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.