ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Jennifer Gerstenzang (State Bar #279810)
jenny@zakaylaw.com
Eden Zakay (State Bar #339536)
eden@zakaylaw.com
Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108
Telephone: (619) 255-9047

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

LISA MUNOZ, an individual, on behalf of Plaintiff, and on behalf of all persons similarly situated, Plaintiff, v. HI PRO, INC., a California corporation; and DOES 1-50, Inclusive, Defendants.	Case No. CIVSB2536842 **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT** Date: May 10, 2027 Time: 8:30am Judge: Hon. Thomas S. Garza Dept.: S-27

This matter having come before the Honorable Thomas S. Garza, of the Superior Court of the State of California, in and for the County of San Bernardino, at 8:30 a.m. on May 10, 2027, with Shani O. Zakay, Esq. of the Zakay Law Group, APLC, as counsel for plaintiff LISA MUNOZ (hereinafter, "Plaintiff"), and Kristan A. S. Diaz, Esq. and Benjamin F. Fraser, Esq. appearing for defendant HI PRO, INC., (hereinafter, "Defendant"). The Court, having carefully considered the briefs, argument of counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Action Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims ("Settlement Agreement" or "Agreement"), a true and correct copy of which is attached hereto as **Exhibit "1".** This is based on the Court's determination that the Settlement Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

2. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that Defendant shall pay is One Hundred Forty-Seven Thousand Five Hundred Dollars and Zero Cents ($147,500.00). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive arms-length negotiations.

4. The Court preliminarily finds that the Settlement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily

finds that the monetary settlement awards made available to the Class Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. Plaintiff seeks a Class Counsel Award comprised of up-to one-third of the Gross Settlement Amount for attorneys' fees, currently estimated at Forty-Nine Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents ($49,166.67), an award of actual out-of-pocket litigation expenses incurred not to exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000.00), and proposed Service Award to the Class Representative in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00). While these awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel Award or Service Award until the Final Approval Hearing.

6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class:

> "all non-exempt hourly employees employed by Defendant Hi-Pro, Inc. ("Defendant") in California at any time during the period beginning December 16, 2021 through August 4, 2026 ("Class Period")."

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class Representatives in their individual capacities and as the representative of the Class Members.

8. The Court provisionally appoints plaintiff Lisa Munoz as the representative of the Class.

9. The Court provisionally appoints Shani O. Zakay, Esq., Jaclyn M. Joyce, Esq., Eden Zakay, Esq., and Jennifer Gerstenzang, Esq. of Zakay Law Group, APLC, as Class Counsel for the Class Members.

10. The Court hereby approves, as to form and content, the Proposed Notice of Class Action Settlement ("Class Notice") attached to the Agreement as Exhibit "A". The Court finds that the notice appears to fully and accurately inform the Class Members and Aggrieved Employees of all material elements of the proposed Settlement, including the right of any Class Member to be excluded from the Class by submitting a written request for exclusion, and of each Class Member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the notice by first class mail, pursuant to the terms set forth in the Agreement.

11. The Court hereby appoints Xpand Legal Consulting, LLC as Settlement Administrator. Within ten (10) business days of the later of preliminary approval or court approval of Settlement notice to the class, Defendant shall provide to the Settlement Administrator the Class Data, including information regarding Class Members that Defendant will in good faith compile from its records, including each Class Member's full name; last known address; Social Security Number; total Workweeks and total PAGA Pay Periods. Within twenty-one (21) calendar days after receiving the Class Data from Defendant, the Settlement Administrator shall mail the Class Notice to all Class Members via first class U.S. Mail using the most current mailing address information available.

12. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Settlement as provided in the Notice by following the instructions for requesting exclusion from the Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the date the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more

than fifteen (15) calendar days from the date of re-mailing of the Notices. Any Class Member who chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment thereon. However, any Class Member that submits a timely Request for Exclusion who is also an Aggrieved Employee will still receive his/her pro rata share of the Aggrieved Employee Payment and will be bound by the Release of the PAGA Class, set forth in the Settlement. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

13. Any Class Member who has not opted out may appear at the final approval hearing and may object or express the Class Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the date the Settlement Administrator mails the Class Notice to postmark their written objections to the Settlement Administrator.

14. A hearing on Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement and Plaintiff's Motion for Class Counsel Award and Service Award shall be held before this Court on **_____at ____ AM** in Department S-27 of the San Bernardino County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally approve the Class Counsel Award, Service Awards, and the Claims Administration Expenses. All papers in support of both the Motion for Final Approval and the Motion for Class Counsel Award and Service Award shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder

shall be construed as a concession or admission by Defendant in any way, and shall not be used as evidence of, or used against Defendant as an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault, or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement. In such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

17. Pending final determination of whether the Settlement should be approved, Class Representatives and all Class Members are barred and enjoined from filing, commencing, prosecuting, intervening in, instigating or in any way participating in the commencement or prosecution of any lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting any claims that are, or relate in any way to, the Released Class Claims, unless and until they submit a timely request for exclusion pursuant to the Agreement.

18. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated: _____ _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Eden Zakay (State Bar #339536)
eden@zakaylaw.com
Jennifer Gerstenzang (State Bar #279810)
jenny@zakaylaw.com
Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108
Telephone: (619) 255-9047

Attorneys for Plaintiff LISA MUNOZ

LightGabler LLP
By: Kristin A. S. Diaz (State Bar #242643)
Benjamin F. Fraser (State Bar #342924)
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
(805) 248-7208
(805) 248-7209 (fax)
kdiaz@lightgablerlaw.com
bfraser@lightgablerlaw.com

Attorneys for Defendant
Hi Pro, Inc., a California corporation

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

LISA MUNOZ, an individual, on behalf of herself, and on behalf of all persons similarly situated,

Plaintiff,

v.

HI PRO, INC., a California corporation; and DOES 1-50, Inclusive,

Defendant.

Case No. CIVSB2536842

[Complaint Filed: December 16, 2025]

STIPULATION OF SETTLEMENT OF CLASS AND PAGA ACTION CLAIMS AND RELEASE OF CLAIMS

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff Lisa Munoz (hereinafter "Plaintiff"), an individual, on behalf of herself, and on behalf of all persons similarly situated, and in her representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendant Hi Pro, Inc., a California corporation, and Does 1-50, Inclusive ("Defendant"):

I. DEFINITIONS

A. "Action" shall mean, collectively, the putative class action lawsuit designated *Lisa Munoz v. Hi Pro, Inc.,* San Bernardino County Superior Court, Case No. CIVSB2536842, filed December 16, 2025 ("Class Action"), and the representative PAGA action designated *Lisa Munoz v. Hi Pro, Inc.,* San Bernardino County Superior Court, Case No. CIVSB2606223, filed February 20, 2026 ("PAGA Action") and any subsequent operative or amended complaint filed in either Action.

B. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.

C. "Aggrieved Employees" means all current and former non-exempt hourly California employees employed by Defendant during the PAGA Period.

D. "Aggrieved Employee Payment" means the thirty-five percent (35%) share of the PAGA Payment allocated for distribution to Aggrieved Employees, equal to Three Thousand Five Hundred Dollars and Zero Cents ($3,500.00), which shall be distributed to Aggrieved Employees ("Individual Aggrieved Employee Payments") on a pro rata basis according to their respective PAGA Payment Ratios.

E. "Class" or the "Class Members" means all non-exempt hourly employees employed by Defendant in California, at any time during the Class Period.

F. "Class Counsel" shall mean Shani O. Zakay, Esq., Jaclyn M. Joyce, Esq., Eden Zakay, Esq., and Jennifer Gerstenzang, Esq. of Zakay Law Group, APLC.

G. "Class Counsel Award" means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff, the Class Members and the Aggrieved Employees in the Action, consisting of

attorneys' fees not to exceed one-third of the Gross Settlement Amount (currently estimated to be $49,166.67 out of the $147,500.00 Gross Settlement Amount) plus reimbursement of actual out-of-pocket attorneys' expenses incurred in the prosecution of this action, of up to $25,000.00.

H. "Class Data" means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; total Workweeks; and total PAGA Pay Periods.

I. "Class Period" means the period beginning December 16, 2021, through August 4, 2026.

J. "Class Representative" shall mean the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a class representative.

K. "Court" means the Superior Court for the State of California, County of San Bernardino.

L. "Defendant" shall mean Hi Pro, Inc.

M. "Effective Date" means the date of Final Approval if no objections are filed to the settlement. If objections are filed and overruled, and no appeal is taken of the final approval order, then the effective date will be sixty (60) calendar days from the date the Court enters the order and judgment granting final approval of the settlement. If an appeal is taken from the Court's overruling of objections to the settlement, then the effective date of final approval will be twenty (20) calendar days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

N. "Extended Response Deadline" means the date fifteen (15) calendar days after the original Response Deadline for any Class Member whose Notice Packet is re-mailed by the Settlement Administrator.

O. "Final Approval" means the Court's entry of an order granting final approval of the

Settlement and entering judgment thereon.

P. "Funding Date" means the date by which Defendant has paid the entire Gross Settlement Amount and employer's share of payroll tax to the Settlement Administrator in accord with the terms of this Agreement.

Q. "Gross Settlement Amount" or "GSA" means One Hundred Forty-Seven Thousand Five Hundred Dollars and Zero Cents ($147,500.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment. The Gross Settlement Amount is all-in with no reversion and ***exclusive*** of the employer's share of payroll tax, if any, triggered by any payment under this Settlement.

R. "Individual Settlement Payments" means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

S. "LWDA" shall mean the Labor and Workforce Development Agency.

T. "LWDA Payment" shall mean the sixty-five percent (65%) of the PAGA Payment ($6,500.00) payable to the LWDA.

U. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class Counsel Award, Service Award, PAGA Payment, and Settlement Administration Costs.

V. "Notice Packet" means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

W. "Operative Complaint" shall mean the First Amended Complaint to be filed by Plaintiff in the Class Action pursuant to the Parties' stipulation, which shall consolidate Plaintiff's class and PAGA claims for settlement approval purposes and shall serve as the operative pleading for purposes of this Settlement.

X. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

Y. "PAGA Payment" means the payment of $10,000 which shall be made from the Gross Settlement Amount, with 35% of the payment going to the Aggrieved Employees and 65% of the payment going to the LWDA.

Z. "PAGA Payment Ratio" means the respective PAGA Pay Periods during the PAGA Period for each Aggrieved Employee divided by the total PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.

AA. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked in California.

BB. "PAGA Period" means the period beginning December 16, 2024, through August 4, 2026.

CC. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

DD. "Payment Ratio" means the respective Workweeks for each Class Member divided by the total Workweeks for all Class Members.

EE. "Plaintiff" shall mean Lisa Munoz.

FF. "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

GG. "Released Class Claims" shall mean any and all wage and hour claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for relief arising out of or related to work performed by Class Members during the Class Period that: 1) are alleged, were alleged, could have reasonably been alleged in the Operative Complaint in the Action based on the facts alleged (including previously filed Complaints in the Action); or 2) arise out of the facts, transactions or occurrences alleged in the Complaints in the Action, whether under federal, state, or common law,

including, violations of the California Labor Code, the California Business and Professions Code sections 17200, et seq., the Industrial Welfare Commission Wage Orders, and the Fair Labor Standards Act. By way of illustration only and not as a limitation, this release includes all types of recovery and relief available for the above-referenced claims and theories of relief, including, without limitation, any claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, failure to provide sick pay, failure to provide notice of paid sick time accrual, failure to pay reporting time pay, unreimbursed expenses, failure to timely pay wages during employment or upon separation and for waiting-time penalties, failure to maintain accurate records or provide requested records, failure to provide accurate, itemized wage statements or other wage statement violations, unfair business practices arising from the Labor Code violations released herein, and including claims arising therefrom for damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief. This release does not include claims for vested retirement benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, or workers' compensation. This release also does not include claims for PAGA penalties, which are separately released by the Aggrieved Employees pursuant to this Agreement.

HH. "Released PAGA Claims" shall mean any and all claims for civil penalties arising out of or related to work performed by Aggrieved Employees for any acts or omissions during the PAGA Period that are alleged or were alleged, or could have reasonably been alleged in the Operative Complaint in the Action (including any previously filed Complaint in the Action) and the PAGA Notice. This release includes all claims for PAGA penalties available for the above-referenced claims and theories of relief, including, without limitation, any claims for PAGA penalties arising from unpaid or

untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, failure to provide sick pay, failure to provide notice of paid sick time accrual, failure to pay reporting time pay, unreimbursed expenses, failure to timely pay wages during employment or upon separation and for waiting-time penalties, failure to maintain accurate records or provide requested records, failure to provide accurate, itemized wage statements or other wage statement violations, and including any claims arising therefrom for any monetary or non-monetary relief, and claims for attorneys' fees, expenses, and costs, that may be obtained under PAGA.

II. "Released Parties" shall mean Defendant and its current or former officers, partners, directors, shareholders, owners, investors, assigns, attorneys, insurers, agents, independent contractors, exempt employees, joint employers, staffing companies, labor contractors, predecessors, successors, parents, subsidiaries, affiliates, related entities or other representatives of any kind, and related parties.

JJ. "Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement. Neither side shall encourage any Class Member to opt out.

KK. "Service Award" means an award in the amount of up to $7,500.00 that the Court authorizes to be paid to the Class Representative, in addition to her Individual Settlement Payment and her individual Aggrieved Employee Payment, in recognition of her efforts and risks in assisting with the prosecution of the Action.

LL. "Settlement" means the disposition of the Action pursuant to this Agreement.

MM. "Settlement Administration Costs" shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed $6,000.00.

NN. "Settlement Administrator" means Xpand Legal Consulting, LLC located at 23046 Avenida de la Carlota, Ste. 600, Laguna Hills, CA 92653; Tel: (949) 996-7717. The

Settlement Administrator establishes, designates, and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. ***All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.***

OO. "Settlement Class Members" or "Settlement Class" means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

PP. "Workweeks," shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendant(s) during the Class Period in California.

II. RECITALS

A. On December 16, 2025, Plaintiff filed her Class Action in San Bernardino County Superior Court, Case No. CIVSB2536842 ("Class Action") alleging claims for:

1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*;

2. Failure To Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;

3. Failure To Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*;

4. Failure To Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;

5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;

6. Failure To Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226;

7. Failure To Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 And 203;

8. Failure To Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802.

B. On December 16, 2025, Plaintiff filed a Notice of Violations with the LWDA and served the same on Defendant.

C. On February 20, 2026, Plaintiff filed a separate representative action in San Bernardino Superior Court, Case No. CIVSB2606223, for a single cause of action for violations of PAGA (the "PAGA Action").

D. The Class Representative believes she has claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

E. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Class Action and PAGA Action, and disputes any wages allegedly owed, damages and penalties claimed by Class Representative, alleged in the Action, the Operative Complaint, and/or in Class Representative's PAGA notice to the LWDA are owed. Defendant further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

F. Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant produced for the purpose of settlement negotiations certain employment data

concerning the Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and is in the best interest of the Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendant agrees to this Settlement to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

G. On June 4, 2026, the Parties participated in mediation presided over by Douglas R. Leach, an experienced mediator of wage and hour class and PAGA actions. The Parties later accepted a Mediator's settlement proposal.

H. On June 22, 2026, the Parties memorialized the Mediator's settlement proposal in the form of the Parties' Memorandum of Understanding.

I. On July 29, 2026, the Parties agreed to stipulate to the filing of a First Amended Complaint in the Class Action (the "Operative Complaint") that consolidates the class and PAGA claims in the same action for settlement approval purposes. Upon filing of the Operative Complaint, the Parties will submit a Joint Motion requesting to dismiss, without prejudice, the PAGA Action.

J. This Agreement, while comporting with the Memorandum of Understanding, replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class Members have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

K. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, considering all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

L. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on and will not be admissible in connection with any litigation.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay the sum of the Individual Settlement Payments, the Service Award, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement, equal to the Gross Settlement Amount ("GSA") of One Hundred Forty Seven Thousand Five Hundred Dollars and Zero Cents ($147,500.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the GSA shall revert to Defendant. Other than the Defendant's share of employer payroll taxes and as provided in Section III.A.2 below, Defendant shall not be required to pay more than the GSA.

2. Class Size. At the time of mediation, Defendant represented that the Class was comprised of approximately 70 individuals who collectively worked

approximately 3,319 Workweeks during the Class Period. In regard hereto, Defendant will provide a declaration under penalty of perjury confirming the number of Class Members and Workweeks of the Class Members within seven (7) business days prior to filing of the Motion for Preliminary Approval. If the actual number of Workweeks during the Class Period exceeds the above number by more than 10%, at Defendant's option, either: (1) increase the GSA by the percentage over 110% of the increased Workweeks or, (2) shorten the Class Period by pulling back the Class Period to the date the Workweeks equal 3,319. For example, if the total Workweeks in the Class Period are 115% of 3,319, the GSA will increase by 5%.

3. Settlement Payment. Defendant shall deposit the GSA into the QSF in two installments through the Settlement Administrator. The first installment shall be Eighty-Seven Thousand Five Hundred Dollars and Zero Cents ($87,500.00) and shall be due fourteen (14) calendar days after the Effective Date. The second installment shall be Sixty Thousand Dollars and Zero Cents ($60,000.00) and shall be due ninety (90) calendar days after the first installment. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendant is entitled to prompt return of the principal and all interest accrued.

4. Defendant's Share of Payroll Taxes. Defendant's share of employer side payroll taxes is in addition to the GSA and shall be paid to the Settlement Administrator with the funding of the GSA.

B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members, including each of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release the Released Parties from the Released Class Claims for the Class Period.

C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff, acting in her representative capacity on behalf of the State of California and the Aggrieved Employees, including each of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, releases the Released Parties from the Released PAGA Claims for the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Defendant for the Released PAGA Claims, regardless of whether they submit a request for exclusion from the Settlement Class.

D. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:

1. The Court enters an order granting preliminary approval of the Settlement;
2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and
4. Defendant fully funds the GSA in accordance with this Agreement.

E. Nullification of Settlement Agreement. If the Court does not preliminarily or finally approve this Settlement Agreement, the Settlement Agreement fails to become effective, or is reversed, withdrawn, or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, or if Defendant fails to fully fund the GSA:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral

proceeding for any purpose or with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification.

F. Failure to Perform Obligations Under Agreement. If either Party is proven to have materially breached this Agreement, the non-breaching Party shall be entitled to its reasonable attorneys' fees and costs in any proceeding to enforce the terms of this Agreement.

G. Certification of the Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved

Employee Payment described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment.

I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Preliminary Approval Motion. As soon thereafter as practicable after the execution of this Agreement, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendant an opportunity to review and comment upon the Motion.

K. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the number of opt outs from the Settlement it receives (including the numbers of valid and deficient), and the number of objections received. The Settlement Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities. The Settlement Administrator shall calculate Defendant's share of employer payroll taxes due on the Wage Portion of Individual Settlement Payments and provide this information to the Parties for purposes of Final Approval. The Administrator shall remit employer taxes and required forms to the appropriate taxing authorities within the deadlines set by law.

L. Notice Procedure.

1. Class Data. No later than ten (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the

Class Data for purposes of preparing and mailing Notice Packets to the Class Members.

2. Notice Packets. The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class in exchange for an Individual Settlement Payment, the release for Aggrieved Employees in exchange for the Aggrieved Employees' individual shares of the Aggrieved Employee Payment, the number of Workweeks worked by each Class Member during the Class Period, the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, the estimated amount of the Class Member's Individual Settlement Payment if they do not request to be excluded from the Settlement, and the Aggrieved Employee's share of the Aggrieved Employee Payment. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address

changes. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days ("Extended Response Deadline") from the original Response Deadline.

5. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding their Workweek and/or Pay Period count, to provide documentation and/or an explanation to show contrary counts. The Settlement Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the

Settlement will be resolved by the Court under the laws of the State of California. Before any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

7. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a signed copy of the Request for Exclusion form to the Settlement Administrator by the Response Deadline, or by the Extended Response Deadline if applicable. A Request for Exclusion form will be mailed together with the Notice Packet to all Class Members. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name, mailing address, telephone or e-mail address, and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who submits a timely Request for Exclusion shall be excluded from the Settlement Class, will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, any Class Member that submits a timely Request for Exclusion who is also an Aggrieved Employee will still receive his/her pro rata share of the Aggrieved Employee Payment, as specified below, and in consideration, will be bound by the Release by the PAGA Class as set forth herein. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline, or the Extended Response Deadline if applicable, shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Court approves the Settlement. No later than seven (7) calendar days after the Extended

Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted Requests for Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

8. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline, or by the Extended Response Deadline if applicable. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the mailing address of the Settlement Class Member; (4) the telephone or e-mail address of the Settlement Class Member; (5) the last four digits of the Settlement Class Member's Social Security number; (6) the basis for the objection; and (7) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a

written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

M. Allocation of the GSA.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated share of the Aggrieved Employee Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 1/3 wages ("Wage Portion") and 2/3 for penalties and interest ("Penalties & Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Administrator.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Individual Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Payment made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Payment provided for in this Settlement agreement are the sole payments to be made by Defendant to Settlement Class Members and/or Aggrieved Employees in connection with this

Settlement Agreement, with the exception of Plaintiff, and that the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the Aggrieved Employee Payment.

7. Mailing. Individual Settlement Payments and Individual Aggrieved Employee Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees' last known mailing address no later than fifteen (15) business days after the Funding Date.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. In the event an Individual Settlement Payment and/or Aggrieved Employee's individual share of the PAGA Payment check has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be transmitted to a cy pres, the Community Law Project, in the name of the Class Member who did not claim the funds.

9. Service Award. In addition to the Individual Settlement Payment as a Settlement Class Member and her individual share of the Aggrieved Employee Payment, Plaintiff will apply to the Court for a Service Award of not more than Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00). Defendant will not oppose a Service Award of not more than $7,500.00 for Plaintiff. The Settlement Administrator shall pay the Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiff from the GSA no later than fifteen (15) calendar days after the Funding Date. Any portion of the requested Service Award that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator

shall issue an IRS Form 1099 — MISC to Plaintiff for her Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Service Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Award. If the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

10. Class Counsel Award. Class Counsel will apply for, and Defendant will not oppose, a motion for Attorneys' Fees not to exceed one-third of the GSA currently estimated to be Forty-Nine Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents ($49,166.67) ***and*** Attorneys' Expenses supported by declaration not to exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000.00). Any awarded Class Counsel Award shall be paid from the GSA. Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class Counsel shall be part of the NSA and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys' Fees to Class Counsel from the GSA no later than fifteen (15) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph and shall hold Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. If the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Ten Thousand Dollars and Zero Cents ($10,000.00) shall be allocated from the GSA for settlement of claims for civil penalties under the PAGA ("PAGA Payment"). The Settlement Administrator shall pay sixty-five percent (65%) of the PAGA Payment ($6,500) to the LWDA no later than fifteen (15) calendar days after the Funding Date (hereinafter "LWDA Payment"). Thirty-five percent (35%) of the PAGA Payment ($3,500) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the GSA. The estimate of the Settlement Administration Costs is $6,000.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

13. Court Determinations: The amounts of the Service Award, Class Counsel Award, PAGA Payment, and Settlement Administration Costs shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items is not a material condition of this Agreement and is to be considered separate and apart from the fairness, reasonableness, and adequacy of this Agreement. Any order or proceeding relating to an application for the Service Award, Class Counsel Award, PAGA Payment, and Settlement Administration Costs shall not operate to terminate or cancel this Agreement. If the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Agreement with prejudice, the Agreement

will be null and void, and the Parties will have no further obligations under the Agreement.

N. Defendant's Right to Withdraw. If ten percent (10%) or more of the Class Members, or a number of Class Members whose Individual Settlement Shares represent ten percent (10%) or more of the total of all Individual Settlement Payments, validly elect not to participate in the Settlement, Defendant will have the right to rescind the Settlement, and the Settlement and all actions taken in its furtherance will be null and void. Defendant must exercise this right within fifteen (15) calendar days after the Settlement Administrator sends the final Exclusion List. If Defendant exercises the right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time.

O. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline or the Extended Response Deadline, as applicable. The motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs. Plaintiff will provide Defendant with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the later of the Response Deadline or the Extended Response Deadline, as applicable, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for Final Approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the full names of any Class Members who opt out of the Settlement, the number of objections received, the amount of the average, lowest, and

highest Individual Settlement Payments, the amount of the average, lowest, and highest Individual Aggrieved Employee Payments, the Settlement Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.

O. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to effect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.

P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

Q. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

R. Plaintiff's Individual Claims. In addition to this Agreement and the claims she is releasing hereby, Plaintiff is entering into a separate individual settlement agreement, which shall provide for a separate individual payment, and which shall provide for an additional broad release, including a waiver of Civil Code Section 1542. That release, waiver and discharge of all claims shall include, but will not be limited to, any and all claims arising out of the Action, as well as additional claims described in the individual settlement agreement, which are separate and different from the claims alleged in the Action. The Parties acknowledge such approval of this Agreement may require disclosure of the Individual Settlement, and consent to the same for that limited purpose.

S. Entire Agreement. Except with respect to Plaintiff's individual settlement agreement, described in paragraph "R" immediately above, this Agreement and any attached

Exhibit constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.

T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and 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 required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

U. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of the Settlement Agreement. Class Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Further, Class Counsel will not include, reference, or use the Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

X. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

Y. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement.

AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

BB. No Unalleged Claims. Except with respect to individual claims alleged by Plaintiff and settled separately by an individual settlement agreement between the Parties described in paragraph "R" above, Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand, and agree that

this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

DD. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Class Claims and Released PAGA Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/her own attorney's fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 09/20/1984

Lisa Munoz (Sep 16, 2026 15:06:14 PDT)

LISA MUNOZ

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

_____
HI PRO, INC.

_____
Printed Name

_____
Title

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: _____ _____

LISA MUNOZ

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 09/21/2026 _____

HI PRO, INC.

Jessica Horton

Printed Name

Chief Operating Officer

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: September 16, 2026

ZAKAY LAW GROUP, APLC

By: _____

Shani O. Zakay, Esq.
Eden Zakay, Esq.
Jaclyn Joyce, Esq.
Jennifer Gerstenzang, Esq.
Attorneys for Plaintiff and the Settlement Class Members

DATED: September 22, 2026

LIGHTGABLER LLP

By: _____

Kristin A. S. Diaz, Esq.
Benjamin F. Fraser, Esq.
Attorneys for Defendant

EXHIBIT A

NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND FINAL HEARING DATE

***(Lisa Munoz v. Hi Pro, Inc.*, San Bernardino County Superior Court Case No. CIVSB2536842)**

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Settlement Class Member, eligible for an Individual Settlement Payment and an Aggrieved Employee Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is _____**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will not be a Settlement Class Member and no longer be eligible for an Individual Settlement Payment. Only Settlement Class Members can object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Aggrieved Employee Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Settlement 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 ("Settlement Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the_____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Settlement 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 Settlement Payment and Aggrieved Employee Payment (if any) depends on how many Workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated below within this Notice. If you disagree with either of these numbers, you must challenge it by_____. See Section **4** of this Notice.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of this lawsuit pending in the Superior Court for the State of California, County of San Bernardino (the "Court") has been reached between Plaintiff Lisa Munoz ("Plaintiff") and Defendant Hi Pro, Inc. ("Defendant"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

> All non-exempt hourly employees employed by Defendant in California at any time during the period beginning December 16, 2021 through August 4, 2026 ("Class Period").

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On December 16, 2025, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino. Plaintiff asserted claims that Defendant engaged in: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*; (4) Failure To Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure To Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure To Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; and (8) Failure To Reimburse Employees For Required Expenses in Violation of Cal. Lab. Code § 2802 (the "Class Action"). On December 16, 2025, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency ("LWDA") and served the same on Defendant. Plaintiff filed a separate representative action in San Bernardino Superior Court, Case No. CIVSB2606223, for a single cause of action for violations of PAGA (the "PAGA Action").

Prior to the filing of Plaintiff's Motion for Preliminary Approval, the Parties stipulated to the filing of a First Amended Complaint in the Class Action, (the "Operative Complaint") that consolidated the class and PAGA claims in the same action for settlement approval purposes. (The Class Action, the PAGA Action, and the Operative Complaint are collectively referred to as the "Action.")

Upon filing of the First Amended Complaint in the Class Action, Class Counsel moved to dismiss the PAGA Action.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On June 4, 2026, the Parties participated in an all-day mediation with Douglas R. Leach, an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator's settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to

serve as the Class Representative, and the law firm Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all-in" amount of One Hundred Forty-Seven Thousand, Five Hundred Dollars and Zero Cents ($147,500.00) (the "GSA") to fund the settlement. The GSA includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

After the Effective Date, Defendant will fund the GSA in two installments by depositing the money with the Settlement Administrator. The first installment shall be Eighty-Seven Thousand Five Hundred Dollars and Zero Cents ($87,500.00) and shall be due fourteen (14) calendar days after the Effective Date. The second installment shall be Sixty Thousand Dollars and Zero Cents ($60,000.00) and shall be due ninety (90) calendar days after the first installment. "Effective Date" means the date of Final Approval if no objections are filed to the settlement. If objections are filed and overruled, and no appeal is taken of the final approval order, then the effective date will be sixty (60) calendar days from the date the Court enters the order and judgment granting final approval of the settlement. If an appeal is taken from the Court's overruling of objections to the settlement, then the effective date of final approval will be twenty (20) calendar days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final. "Final Approval" means the Court's entry of an order granting final approval of the Settlement and entering judgment thereon.

Amounts to be Paid from the GSA. The Settlement provides for certain payments to be made from the GSA, which will be subject to final Court approval, and which will be deducted from the GSA before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed $6,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Class Counsel Award. Payment to Class Counsel of an award of attorneys' fees of no more than 1/3 of the GSA (currently $49,166.67) and actually incurred litigation expenses of not more than $20,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. A Service Award of up to Seven Thousand, Five Hundred Dollars and Zero Cents ($7,500.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.

- PAGA Payment. A payment of $10,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), $6,500.00 of which will be paid to the LWDA and the remaining $3,500.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.

- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the GSA, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "Workweek" is defined as a normal

seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.

- Calculation of Individual Aggrieved Employee Payments. The Aggrieved Employee Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment will be divided by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt hourly employees employed by Defendant in California at any time during the period beginning December 16, 2024, through August 4, 2026 ("PAGA Period").

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. 1/3 of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 2/3 of each Individual Settlement Payment is allocated to penalties and interest ("Penalty & Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Individual Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Class Claims: As of the Effective Date and upon full funding of the GSA, all Settlement Class Members and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, shall release Defendant and its current or former officers, partners, directors, shareholders, owners, investors, assigns, attorneys, insurers, agents, independent contractors, exempt employees, joint employers, staffing companies, labor contractors, predecessors, successors, parents, subsidiaries, affiliates, related entities or other representatives of any kind, and related parties, from any and all wage and hour claims, rights, demands, debts, liabilities, causes of action, primary rights, or claims for relief arising out of or related to work performed by Class Members during the Class Period that: 1) are alleged, were alleged, could have reasonably been alleged in the Operative Complaint in the Action based on the facts alleged (including previously filed Complaints in the Action); or 2) arise out of the facts, transactions or occurrences alleged in the Complaints in the Action, whether under federal, state, or common law, including, violations of the California Labor Code, the California Business and Professions Code sections 17200, et seq., the Industrial Welfare Commission Wage

Orders, and the Fair Labor Standards Act. By way of illustration only and not as a limitation, this release includes all types of recovery and relief available for the above-referenced claims and theories of relief, including, without limitation, any claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, failure to provide sick pay, failure to provide notice of paid sick time accrual, failure to pay reporting time pay, unreimbursed expenses, failure to timely pay wages during employment or upon separation and for waiting-time penalties, failure to maintain accurate records or provide requested records, failure to provide accurate, itemized wage statements or other wage statement violations, unfair business practices arising from the Labor Code violations released herein, and including claims arising therefrom for damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief. This release does not include claims for vested retirement benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, or workers' compensation. This release also does not include claims for PAGA penalties, which are separately released by the Aggrieved Employees pursuant to this Agreement (the "Class Release").

Released PAGA Claims: As of the Effective Date and upon full funding of the GSA, Plaintiff acting in her representative capacity on behalf of the State of California and all Aggrieved Employees and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, shall release Defendant and its current or former officers, partners, directors, shareholders, owners, investors, assigns, attorneys, insurers, agents, independent contractors, exempt employees, joint employers, staffing companies, labor contractors, predecessors, successors, parents, subsidiaries, affiliates, related entities or other representatives of any kind, and related parties, from any and all claims for civil penalties arising out of or related to work performed by Aggrieved Employees for any and all claims for civil penalties arising out of or related to work performed by Aggrieved Employees for any acts or omissions during the PAGA Period that are alleged or were alleged, or could have reasonably been alleged in the Operative Complaint in the Action (including any previously filed Complaint in the Action) and the PAGA Notice. This release includes all claims for PAGA penalties available for the above-referenced claims and theories of relief, including, without limitation, any claims for PAGA penalties arising from unpaid or untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, failure to provide sick pay, failure to provide notice of paid sick time accrual, failure to pay reporting time pay, unreimbursed expenses, failure to timely pay wages during employment or upon separation and for waiting-time penalties, failure to maintain accurate records or provide requested records, failure to provide accurate, itemized wage statements or other wage statement violations, and including any claims arising therefrom for any monetary or non-monetary relief, and claims for attorneys' fees, expenses, and costs, that may be obtained under PAGA (the "PAGA Release").

This means that if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have <<_____>> Workweeks worked during the Class Period (December 16, 2021 through August 4, 2026).

Based on this information, your estimated Individual Settlement Payment is <<_____>>.

Defendant's records reflect that you have <<_____>> pay periods worked during the PAGA Period (December 16, 2024 through August 4, 2026).

Based on this information, your estimated Individual Aggrieved Employee Payment is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after mailing of the Notice Packet or fifteen (15) days after the original Response Deadline].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Xpand Legal Consulting, LLC.

The Court will hold a Final Approval hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Class portion of the Settlement, and you will not be bound by its terms, except as provided as follows**. Irrespective of whether you exclude yourself from the Class portion of the Settlement or "opt out," you will be bound by the PAGA portion of the Settlement, and you will be deemed to have released the Released PAGA Claims and will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator Xpand Legal Consulting, LLC, is 23046 Avenida de la Carlota, Ste. 600, Laguna Hills, CA 92653; Tel: (949) 996-7717. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Lisa Munoz v. Hi Pro, Inc.,* currently pending in Superior Court of San Bernardino, Case No. CIVSB2536842. The request for exclusion must contain your name, mailing address, telephone number or e-mail address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Settlement Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, mailing address, telephone number or e-mail address, and the last four digits of your Social Security Number, and describe why you believe the Settlement is unfair and whether you intend to appear at the Final Approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Lisa Munoz v. Hi Pro, Inc.,* San Bernardino County Superior Court, Case No. CIVSB2536842**. You may also object without submitting a written objection by appearing at the Final Approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object. Any Settlement Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is 23046 Avenida de la Carlota, Ste. 600, Laguna Hills, CA 92653; Tel: (949) 996-7717.

The addresses for Class Counsel are as follows:

Class Counsel:
Shani O. Zakay, Esq.
Eden Zakay, Esq.
Jaclyn Joyce, Esq.
Jennifer Gerstenzang, Esq.
Zakay Law Group, APLC
3110 Camino del Rio S, Suite 308
San Diego, CA 92108
Tel.: (619) 255-9047
E-Mail: eden@zakaylaw.com
E-Mail: jenny@zakaylaw.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the San Bernardino County Superior Court, Department S27, located at 247 W. Third Street, San Bernardino, CA 92415 before Judge Thomas S. Garza. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant Final Approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at (949) 996-7717 or write to ***Lisa Munoz v. Hi Pro, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2536842**, Settlement Administrator, 23046 Avenida de la Carlota, Ste. 600, Laguna Hills, CA 92653; Tel: (949) 996-7717 c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to Zakay Law Group, APLC, 3110 Camino del Rio S, Suite 308 San Diego, CA 92108, or by visiting the administrator's website at www._____.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to a cy pres, the Community Law Project. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

Hi Pro - Class PAGA settlement - FINAL

Final Audit Report 2026-09-16

Created:	2026-09-16
By:	Admin Zakay (admin@zakaylaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9ZvLWrLnC2qL-ESMcgN1UEuXKYnvboxF

"Hi Pro - Class PAGA settlement - FINAL" History

Document created by Admin Zakay (admin@zakaylaw.com)
2026-09-16 - 6:27:42 PM GMT

Document emailed to lisamunoz737@gmail.com for signature
2026-09-16 - 6:27:49 PM GMT

Email viewed by lisamunoz737@gmail.com
2026-09-16 - 6:32:18 PM GMT

Signer lisamunoz737@gmail.com entered name at signing as Lisa Desiree Munoz
2026-09-16 - 10:06:12 PM GMT

Document e-signed by Lisa Desiree Munoz (lisamunoz737@gmail.com)
Signature Date: 2026-09-16 - 10:06:14 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-09-16 - 10:06:14 PM GMT