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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

OSCAR ALMANZA and FRED AMEZOLA,
individually, and on behalf of themselves and
on behalf of all persons similarly situated,

Plaintiffs,

v.

THE SERVICE COMPANIES, INC. dba TSC
STAFF, a Florida corporation; and DOES 1-50,
Inclusive,

Defendants.

Lead Case No: 24STCV01889
Case No.: 23STCV24991

**DECLARATION OF SHANI O. ZAKAY,
ESQ. IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: August 11, 2026
Time: 9:00 a.m.

Judge: Hon. Lauren A. Seigle
Dept.: 17

1 I, Shani O. Zakay, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would
3 competently testify to the following facts from my own personal knowledge. I am an attorney-at-
4 law and the owner of the law firm of Zakay Law Group, APLC (hereinafter “Class Counsel”). I
5 am co-counsel of record for Plaintiffs OSCAR ALMANZA and FRED AMEZOLA (“Plaintiffs”) in this wage and hour class and PAGA action filed against Defendant THE SERVICE
6 COMPANIES, INC. (“Defendant”).

8 2. This declaration is being submitted in support of Plaintiff’s Motion for Preliminary
9 Approval of Class Action and PAGA Settlement.

10 3. I do not have any actual or potential conflicts with the Class Members and or the
11 Administrator. Further, I have no interest in, monetary or otherwise, the Settlement Administrator.

12 I. EXHIBITS

13 4. Attached hereto as **Exhibit “1”** is a true and correct copy of the fully executed Class
14 Action and PAGA Settlement Agreement and Class Notice (“Agreement” or “Settlement
15 Agreement”). Attached as **Exhibit “A”** to the Agreement is a true and correct copy of the proposed
16 Notice Packet.

17 5. Attached hereto as **Exhibit “2”** is a true and correct copy of the proof of filing with
18 the Labor and Workforce Development Agency notice of this settlement with the Settlement
19 Agreement and Motion for Preliminary Approval of Class Action and PAGA Settlement
20 evidencing Class Counsel’s compliance with California Labor Code Section 2699(s)(2).

21 6. Attached hereto as **“Exhibit 3”** is a true and correct copy of Zakay Law Group,
22 APLC “Firm Resume” detailing some of the major cases Zakay Law Group, APLC has undertaken.

23 II. CLASS COUNSEL’S EXPERIENCE

24 7. Plaintiffs are represented by competent Class Counsel who have extensive
25 experience in litigating wage and hour class action cases. My firm has worked on this matter over
26 the course of the litigation during the last 28 months. My credentials are reflected in the Zakay Law
27 Group, APLC firm resume, a true and correct copy of which is attached hereto as **Exhibit “3”**.
28 Some of the major cases my firm has undertaken are also set forth in **Exhibit “3”**. I have had class

1 litigation experience, mostly in the area of employment class actions, unfair business practices, and
2 other complex litigation. I have experience in cases involving labor code violations and wage and
3 hour claims. I have litigated similar wage and hour cases against other employers on behalf of
4 employees. I have been approved as experienced class counsel in courts throughout California. It
5 is this level of experience which enabled my firm to undertake the instant matter and to successfully
6 combat the resources of the defendant and its capable and experienced counsel.

7 **III. INTRODUCTION**

8 8. An objective evaluation of the Settlement confirms that the relief negotiated on
9 behalf of the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties
10 at arm's length. The Settlement confers substantial benefits to the Class Members. The relief offered
11 by the Settlement is particularly impressive when viewed against the difficulties encountered by
12 plaintiffs pursuing wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding
13 to trial, Class Members will not have to wait (possibly years) for relief, nor will they have to bear
14 the risk of class certification being denied or of Defendant prevailing at trial. The entire Net
15 Settlement Amount will be paid to all Participating Class Members who do not opt out of the
16 Settlement resulting in an average Individual Class Payment of approximately **\$92.07**.

17 9. As discussed below, the proposed Settlement satisfies all criteria for preliminary
18 settlement approval and falls within the range of reasonableness. The average Individual Class
19 Payment to the Participating Class Members meets awards in similar wage and hour class actions.
20 Moreover, the proposed Class is appropriate for provisional certification. Accordingly, Plaintiffs
21 respectfully request the Court grant preliminary approval of the Settlement.

22 **IV. FACTS AND PROCEDURE**

23 **A. Overview of the Litigation**

24 10. Defendant operates a staffing company that provides non-exempt employees for food
25 service and catering operations at various California locations. Plaintiff Almanza was employed by
26 Defendant from approximately May 2023 to October 2023 as a non-exempt, hourly-paid employee.
27 Plaintiff Amezola was employed by Defendant from approximately December 2019 through
28 November 2022 as a non-exempt, temporary food service and catering worker.

1 11. Generally, Plaintiffs claim that Defendant failed to pay for all hours worked, failed
2 to provide compliant meal and rest periods, failed to pay wages when due upon termination, and
3 failed to furnish accurate itemized wage statements. Defendant denies liability for each of Plaintiffs'
4 claims. Further, Defendant asserts that it fully complied with all applicable employment laws and
5 raised several other significant defenses to Plaintiffs' claims.

6 **B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

7 12. Before filing the actions, Class Counsel began pre-filing investigations into
8 Plaintiffs' complaints. This investigation started with several lengthy interviews with each Plaintiff.
9 As part of the interview process, Plaintiffs provided documents related to their employment. Class
10 Counsel determined that Plaintiffs' complaints justified further inquiry.

11 13. Following the filing of the complaints, the Parties engaged in formal discovery.
12 Plaintiffs served Special Interrogatories, Requests for Production, Form Interrogatories, and
13 Requests for Admissions. Defendant produced payroll and timekeeping records for the Class
14 Members as well as applicable handbooks, policies, and agreements. In response, Defendant
15 produced thousands of pages of documents.

16 14. Class Counsel retained the statisticians and economists at Berger Consulting Group
17 ("BCG") to evaluate the Class Members' payroll and time data. BCG provides data analysis and
18 damage modeling consulting services, specializing in wage and hour class actions. BCG's team of
19 financial and data analysts are credentialed and experienced experts in their fields and have provided
20 their expertise on thousands of cases.

21 15. BCG analyzed Defendant's time and payroll data from 803 employees
22 (approximately 57% of the Class) to assist in the development of various damage models. Among
23 other things, BCG estimated the number of missed, late, or truncated meal and rest periods, the
24 amount of unpaid and off-the-clock wages, and the potential liability for derivative claims including
25 waiting time penalties and wage statement violations. These damage models informed and guided
26 Class Counsel during the mediated settlement discussions.

27 16. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
28 determining Plaintiffs' suitability as putative class representatives through interviews, background

1 investigations, and analysis of their employment files; (2) evaluating all of Plaintiffs' potential
2 claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of
3 the positions, and the type of employer; (4) analyzing a statistically significant sampling¹ of Class
4 Members' time and payroll records; (5) analyzing Defendant's labor policies and practices; (6)
5 researching settlements in similar cases as well as outstanding issues which could affect settlement
6 approval; (7) evaluating Plaintiffs' claims and estimating Defendant's liability for purposes of
7 settlement; (8) drafting the mediation brief; and (9) participating in the mediation. This investigation
8 allowed Class Counsel to fully assess the nature and magnitude of the claims being settled, as well
9 as the impediments to recovery, such as to make an independent assessment of the reasonableness
10 of the terms to which the Parties have agreed.

11 17. Class Counsel only agreed to enter the Settlement following this thorough
12 investigation and evaluation of Plaintiffs' claims. Based on their investigation of the facts,
13 applicable law, and marketplace for similar settlements, and considering the risk of significant delay
14 and uncertainty associated with litigation, and the various defenses asserted by Defendant, Class
15 Counsel firmly believe this Agreement to be in the best interests of the Class Members. Because the
16 Settlement's terms are fair, reasonable, and adequate, the Court should preliminarily approve the
17 Settlement.

18 18. As noted above, Defendant provided time and pay records for 803 Class Members,
19 approximately 57% of the total Class. Plaintiffs' statistician found this to be sufficient to develop a
20 meaningful damages model. Additionally, the 57% sample is statistically reliable, resulting in an
21 approximate confidence level of 95% with a margin of error of 2.2%.

22 **C. The Parties Following Mediation**

23 19. On January 14, 2026, the Parties participated in an all-day mediation with Doug
24 Leach, Esq. a skilled and respected neutral experienced in the resolution of complex wage and hour
25

26
27 ¹ As noted above, Defendant provided time and pay records for 803 Class Members,
28 approximately 58% of the total Class. Plaintiffs' statistician found this to be sufficient to
develop a meaningful damages model. Additionally, the 58% sample is statistically reliable,
resulting in an approximate confidence level of 95% with a margin of error of 2.2%.

1 disputes. Agreement at § 2.9. The Parties made substantial progress with Mr. Leach’s assistance,
2 exchanging information regarding their respective claims and defenses, including their respective
3 evaluations of damages. The mediation involved extensive, arm’s-length negotiations. The Parties
4 did not resolve the matter at mediation but subsequently accepted a Mediator’s Proposal, which was
5 memorialized in a Memorandum of Understanding and ultimately the final Agreement now before
6 the Court. Class Counsel submits that the Settlement, incorporated herein in full, constitutes a fair,
7 adequate, and reasonable compromise of the claims at issue.

8 **V. ARGUMENT**

9 **A. The Court Should Preliminarily Approve the Settlement**

10 20. On January 14, 2026, the Parties participated in a full-day mediation with Doug
11 Leach, Esq. of M Resolution, a skilled and respected neutral experienced in the resolution of
12 complex wage and hour disputes. Agreement at § 2.9. (*In re Apple Computer, Inc. Derivative Litig.*
13 No. C 06-4128 JF (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator’s
14 participation weighs considerably against any inference of a collusive settlement); *D’Amato v.*
15 *Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a “mediator’s involvement in pre-certification
16 settlement negotiations helps to ensure that the proceedings were free of collusion and undue
17 pressure.”).) The negotiations were adversarial and non-collusive. The Parties did not resolve the
18 matter at mediation but subsequently accepted a Mediator’s Proposal, resulting in a settlement that
19 is the final product of the mediated negotiations. Objectively, the Settlement terms are fair,
20 adequate and represent a reasonable compromise of the claims at issue.

21 21. Plaintiffs are represented by Zakay Law Group, APLC, JCL Law Firm, APC, and
22 Hamner Law Offices, APLC. These firms are highly experienced in prosecuting wage and hour
23 class actions and have been appointed as class counsel in numerous similar cases throughout
24 California. Defendant is represented by Benesch, Friedlander, Coplan & Aronoff LLP, a well-
25 regarded firm with significant expertise in defending employers in complex employment litigation.
26 The fact that the Settlement was negotiated by experienced counsel on both sides, with the aid of a
27 neutral mediator, strongly supports the presumption of fairness.

1 22. As set forth in greater detail above, Class Counsel conducted a very thorough
2 investigation into the factual and legal issues in dispute. In addition to formal and informal
3 discovery, document review, data analysis and legal research, Class Counsel also researched
4 similar wage and hour actions. Although no two cases are identical, this research provided Class
5 Counsel with a marker to inform settlement discussions and, ultimately, to measure this settlement
6 against. The investigation allowed Class Counsel to realistically assess the value of Plaintiffs'
7 claims and intelligently engage defense counsel in settlement discussions that culminated in the
8 proposed settlement now before the Court.

9 23. Class Counsel only agreed to enter the Settlement following their thorough
10 investigation and evaluation of Plaintiffs' claims. Based on their investigation of the facts,
11 applicable law, and marketplace for similar settlements, and considering the risk of significant
12 delay, uncertainty associated with litigation, and the various defenses asserted by Defendant, Class
13 Counsel firmly believe this Agreement to be in the best interests of the Class Members

14 24. The Gross Settlement Amount of \$345,000.00 is fair and reasonable considering the
15 nature and magnitude of the claims being settled and the various potential impediments to recovery.
16 Prior to mediation, Class Counsel retained BCG to develop economic damage models measuring
17 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The
18 various models were informed by Class Counsel's investigation, including the analysis of a
19 significant sample of time and payroll data. Class Counsel projected Defendant's liability exposure
20 for *class claims* (excluding PAGA Penalties) would be approximately \$1,533,852 successful at
21 trial. Thus, the Gross Settlement Amount represents a recovery of approximately 22.5% of
22 Defendant's class-wide exposure – well within the recognized range of reasonableness.

23 25. Plaintiffs allege that Defendant failed to pay employees for all hours worked.
24 Specifically, Plaintiffs assert that Defendant's improperly rounded time. The data produced by
25 Defendant showed that nearly 40% of all shifts had time entries recorded to quarter-hour intervals,
26 *i.e.*, 7:00am or 7:30am. Moreover, Plaintiffs note that more than a quarter of all shifts recorded
27 were exactly 8 hours, a highly improbable statistic, given that the employees were working in the
28 food service and catering industry that does not lend itself to exact, 8-hour shifts. Defendant

1 denied rounding time, contending that employees were responsible for tracking their own hours,
2 thus to the extent time was rounded, this reflected the time entered by the employee himself or
3 herself. Defendant further argues that any determination of uncompensated time would require
4 highly individualized inquiries not suitable for class treatment. Taking Defendant's defenses into
5 account, Plaintiff estimated Defendant's damages stemming from this claim to be \$31,756.50. This
6 number was calculated by assuming each Class Member worked on average 10 minutes off-the-
7 clock per shift. Taking Defendant's defenses into account, Plaintiff then applied a 25% discount.

8 26. Plaintiffs allege that Defendant improperly rounded meal periods, noting that of all
9 first meal periods recorded, more than 50% were recorded at *exactly* 30 minutes. Plaintiffs also
10 alleged that over 94% of shifts included an automatically deducted meal period. Defendant denies
11 liability for these alleged violations and argues that it maintained facially compliant meal period
12 policies, that its timekeeping system ensured employees had the opportunity to take compliant meal
13 periods, and that any claimed violations would require individualized inquiries not suitable for class
14 treatment. Taking Defendant's defenses into account, Plaintiff estimated Defendant's damages
15 stemming from this claim to be \$110,881.10. This number was calculated by assuming that all
16 missed and late meal periods were non-compliant, and that all missed meal periods when a shift
17 was over 6 hours were likewise non-compliant. Plaintiff also assumed that 60% of all meal periods
18 that it flagged as automatically deducted were likewise non-compliant.

19 27. Plaintiffs also allege that Defendant failed to provide compliant rest periods.
20 Specifically, Plaintiffs allege that the same understaffing and workload conditions that prevented
21 Class Members from taking compliant meal periods also prevented them from taking compliant
22 rest periods. Plaintiffs are not aware of any evidence that any rest break premiums were paid during
23 the Class Period. Defendant denied liability for these alleged violations and contends that it
24 maintained legally compliant written policies and actual practices concerning rest periods
25 throughout the Class Period. Defendant further argues that this claim is highly individualized, as it
26 depends on whether managers may have deviated from company policy. See, e.g., *Ordonez v. Radio*
27 *Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 ("Because of the competing
28 testimony before the Court, plaintiff's evidence that defendant may have an illegal, written rest

1 break policy is insufficient for this Court to find that common issues predominate.”); *Villa v. United*
2 *Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 (“Indeed,
3 Plaintiff’s own evidence confirms that the written policy does not generate uniform practices”).
4 Taking Defendant’s defenses into account, Plaintiff estimated Defendant’s damages stemming
5 from this claim to be \$83,160.90. This number was calculated by assuming the rest period non-
6 compliance rate mirrored the meal period non-compliance rate. Plaintiff then applied a 25%
7 discount to account for the defenses raised by Defendant, as outlined above.

8 28. Plaintiffs also allege that Defendant’s aforementioned violations resulted in
9 derivative violations of California Labor Code sections 203 and 226(a). Class Counsel considered
10 the arguable presence of various penalties and weighed the potential recoveries against probable
11 defenses, including potential obstacles in proving the “willful” prong needed to obtain waiting time
12 penalties under Labor Code section 203, showing that Class Members suffered an “injury” because
13 of wage statement violations, as required by Labor Code section 226, or that meal and rest period
14 violations may not entitle employees like Plaintiffs and the Class Members to pursue the derivative
15 waiting time and itemized wage statement penalties. (See *Naranjo v. Spectrum Security Services,*
16 *Inc.*, (2019) 40 Cal. App. 5th 444 (review granted); *Maldonado v. Epsilon Plastics, Inc.* (2018) 22
17 Cal. App. 5th 1308.) Although the Class arguably could have seen a significant payout for these
18 penalties if Plaintiffs prevailed on every penalty claim, Plaintiff would not recover any derivative
19 penalties if they failed to prove the underlying claims. Moreover, Plaintiff would have to overcome
20 damaging precedent to prove the Class deserved the penalties. See, e.g., *Howard v. CVS Caremark*
21 *Corp.*, 2014 U.S. Dist. LEXIS 172406 (C.D. Cal. Dec. 9, 2014) (denying class certification for the
22 same penalty claims); *Alonzo v. Maximus, Inc.*, 832 F. Supp. 2d 1122, 1134-1137 (C.D. Cal. 2011)
23 (finding insufficient evidence of bad faith or actual injury). Plaintiff could not give the penalty
24 claims great weight given that they depended on proving the underlying claims, which according
25 to Defendant, were not supported by the facts. In light of the above, Plaintiff estimated the
26 exposure for waiting time penalties to be approximately \$1,234,366 and the estimated exposure for
27 wage statement penalties to be \$73,687.50. These numbers were calculated by assuming each
28 separated Class Member and each wage statement were non-compliant. Taking into account the

1 obstacles in establishing these claims as outlined above, Plaintiff then applied a 75% discount to
2 both.

3 29. Class Counsel's damage models also estimated Defendant's exposure for PAGA
4 penalties. At the time of mediation, Plaintiff estimated Defendant's PAGA exposure to be
5 approximately \$320,975.00.

6 30. Here, the Parties negotiated a good faith PAGA Payment in the amount of
7 \$20,000.00, which is 5.8% of the Gross Settlement Amount. Seventy-five percent of the PAGA
8 Payment (\$15,000.00) will be paid to the LWDA with the remaining twenty-five percent
9 (\$5,000.00) distributed to the Aggrieved Employees as Individual PAGA Payments. This amount
10 falls within the range of approved PAGA Payments and should be approved.

11 **B. The Inherent Risks of Continued Litigation Support Preliminary Approval**

12 31. With respect to the most immediate challenge, i.e., class certification, the risks
13 attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-*
14 *Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated, reversed, and
15 remanded a \$110 million judgement against an employer for, *inter alia*, inaccurately paying
16 overtime, and directed the trial court to enter judgement in favor of the employer. *See also*
17 *O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and
18 hour misclassification action); *see also Duran v. U.S. Bank National Association* (2014) 59 Cal.4th
19 1, 31 (reversing a trial verdict in favor plaintiffs in a wage and hour class action)); *Tien v. Tenet*
20 *Healthcare Corp.* (2012) 209 Cal.App.4th 1077, 1088 ("[T]he reason, if any, that employees might
21 not take their breaks were predominantly individualized questions of fact not susceptible to class
22 treatment."); *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341 (affirming denial of
23 certification because employees' declarations attesting to having taken meal and rest breaks
24 demonstrated that individualized inquiries were required to show harm); *Campbell v. Best Buy*
25 *Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying
26 certification of proposed off-the-clock and rest and meal break classes due to lack of uniform
27 policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
28 certification of driver meal and rest period claims based on the predominance of individual issues).

1 Collectively, the examples cited above illustrate the uncertain nature of class litigation.
2 Consequently, the uncertainty of obtaining certification through a contested motion is a significant
3 risk factor favoring settlement.

4 32. Finally, continuing to litigate this action would require continued and extensive
5 resources coupled with significant Court time to proceed through trial and post-trial motions, which
6 can often take years. Furthermore, wage and hour litigation is complex and expensive, as it often
7 necessitates extensive expert testimony, particularly with regards to damages. But even if Plaintiffs
8 are successful at trial, Plaintiffs are acutely aware that a judgment does not end the litigation.
9 Plaintiffs fully expect that Defendant would appeal any favorable judgment. As demonstrated by
10 *Magadia, supra*, 999 F.3d 668, the risk of an appeal and subsequent reversal is real.

11 **C. Proposed Notice Informs the Class About the Case and Settlement**

12 33. The Parties jointly drafted the Class Notice which fairly and neutrally informs the
13 Class Members of their rights and remedies. The Settlement Administrator will first verify
14 addresses, then mail the proposed Class Notice to all Class Members in English with certified
15 Spanish translation. The Notice will include information regarding the nature of the lawsuit, a
16 summary of the substance of the Settlement's terms, the class definition, the procedure and time
17 period within which to submit requests for exclusions or objections to the Settlement, the date for
18 the final approval hearing, the formula used to calculate settlement payments, and the terms and
19 scope of the Released Class Claims and Released PAGA Claims. Agreement at § 7. The Parties
20 negotiated this method to ensure delivering the most reasonable method of notice to the Class
21 Members while ensuring cost effective administration of the Settlement.

22 34. Accordingly, both the method of disseminating the Class Notice and content of the
23 Class Notice satisfy due process. (*See* C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41
24 Cal.3d 460, 485 (the class notice must "fairly apprise the class members of the terms of the
25 proposed compromise and of the options open to dissenting class members."))
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1 **D. The Court Should Preliminarily Approve the Class Representative Service**
2 **Award**

3 35. The Settlement provides for Service Awards of not more than \$10,000.00 each to
4 Plaintiffs Oscar Almanza and Fred Amezola. The Service Awards are fair and reasonable
5 compensation for Plaintiffs' efforts in bringing the action, assisting Class Counsel with the
6 litigation and settlement, regularly conferring with Class Counsel on the status of their cases and
7 the strategies for prosecuting the claims, reviewing the proposed Settlement to ensure that its terms
8 are fair and provide adequate relief for the Participating Class Members, and agreeing to provide
9 Defendant a general release of all claims arising out of their employment.

10 36. Class Counsel on behalf of Plaintiffs will file a formal motion for the negotiated
11 Service Awards once preliminary approval of the Settlement is granted. Plaintiffs respectfully
12 submit that the above showing is sufficient for preliminary approval of the negotiated Service
13 Awards.

14 **E. The Court Should Preliminary Approve the Negotiated Class Counsel Award**

15 37. Class Counsel took this matter on a contingency fee basis and invested significant
16 time and expense successfully prosecuting Plaintiffs' claims. As discussed *supra*, the Settlement
17 provides substantial relief to the Participating Class Members. Considering the positive outcome
18 for the Class Members, and in light of the supporting authority, the requested Class Counsel Award
19 is fair and reasonable.

20 38. Plaintiffs will file a formal motion for the negotiated Class Counsel Award once
21 preliminary approval of the Settlement is granted. Plaintiffs respectfully submit that the above
22 showing is sufficient for preliminary approval of the negotiated attorneys' fees and costs.

23 **E. Provisional Certification for Settlement Purposes Is Appropriate**

24 39. For Settlement purposes, Plaintiffs contend, and Defendant does not dispute, that
25 provisional certification of the Class is appropriate.

26 40. Because all Class Members are Defendant's current and former non-exempt
27 employees, the class is readily ascertainable from Defendant's regular business records, i.e., payroll
28 records.

1 41. The statutes relating to each of Plaintiffs' claims apply with equal force and effect to
2 the entire Class. Factually, Defendant's policies and practices apply class-wide and Defendant's
3 liability can be determined by facts common to all members of the class. The wage and hour issues
4 are both numerous and substantial, and a class action is the most advantageous method of dealing
5 with the claims of the Participating Class Members.

6 42. Plaintiffs' wage and hour claims are typical of the proposed Class because they arise
7 from the same factual basis and are based on the same legal theories applicable to the other Class
8 Members. Likewise, Plaintiffs' interests are entirely coextensive with the interests of the Class.
9 Plaintiffs allege that they were injured by the same company-wide practices to which the proposed
10 Class Members were subject and seek the same relief. Plaintiffs have already demonstrated their
11 ability to advocate for the interests of the Class Members by initiating this litigation and evaluating
12 the proposed Settlement to assure that it is fair.

13 43. Additionally, Plaintiffs are represented by competent Class Counsel who have
14 extensive experience in litigating wage and hour class action cases. Class Counsel successfully
15 briefed, argued, certified, and gained state court settlement approval of the same class-wide causes
16 of action that are at issue in this case. Class Counsel's wage and hour class action experience
17 establishes that they are well qualified to represent the interests of this Class.

18 44. A class action is superior to a multitude of individual lawsuits. Given the size and
19 amount of each individual claim, the Class Members likely have little incentive to litigate their
20 claims on an individual basis because the out-of-pocket expense and personal commitment
21 necessary to litigate each claim outweighs any potential recovery. In sum, class treatment is
22 superior to individual, case-by-case adjudication.

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45. The Agreement estimates that the Class worked approximately 2,000 workweeks. Defendant has already sent the Class Data to the Administrator. The Parties' Administrator has confirmed that the Class worked a total of 1,512 workweeks during the Class Period. Accordingly, the escalator provision in the Agreement was **not** triggered.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 17th day of June 2026, at San Diego, California.

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay, Esq.

Attorneys for PLAINTIFFS

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Oscar Almanza ("Plaintiff Almanza") and Plaintiff Fred Amezola ("Plaintiff Amezola") (hereinafter collectively referred to as "Plaintiffs") and Defendant The Service Companies, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the consolidated class action and PAGA lawsuit alleging wage and hour violations against Defendant captioned *Oscar Almanza v. The Service Companies, Inc.*, Case No. 24STCV01889 (the “Almanza Action”), filed on January 24, 2024, and pending in Superior Court of the State of California, County of Los Angeles, and the related action captioned *Fred Amezola v. The Service Companies, Inc.*, et al., Case No. 23STCV24991 (the “Amezola Action”).
- 1.2. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant at any of the following locations in California at any time during the PAGA Period: Glendale Adventist Hospital; Nowsta SoFi Stadium; and the Los Angeles Coliseum.
- 1.3. “Class” means all current and former non-exempt employees who worked for Defendant at any of the following locations in California at any time during the Class Period: Glendale Adventist Hospital; Nowsta SoFi Stadium; and the Los Angeles Coliseum.
- 1.4. “Class Counsel” means Shani O. Zakay, Esq. of Zakay Law Group, APLC, Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Christopher J. Hamner, Esq. of Hamner Law Offices, APLC, the attorneys representing the Plaintiffs in the Action.
- 1.5. "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 Plaintiffs, the Class Members, and the Aggrieved Employees in the Action, consisting of attorneys' fees not to exceed one-third of the Gross Settlement Amount plus costs of up to Forty Thousand Dollars (\$40,000.00).
- 1.6. “Class Data” means Class Member identifying information in Defendant’s possession that Defendant will provide to the Settlement Administrator. The Class Data shall include each Class Member's full name, last known address, Social

Security Number, start dates and end dates of employment, and any other information the Settlement Administrator deems necessary to accurately calculate the number of Workweeks and PAGA Pay Periods worked by each Class Member and Aggrieved Employee during the Class and PAGA Periods.

- 1.7. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.8. “Class Member Address Search” means the Settlement Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Settlement Administrator with Class Members.
- 1.9. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with certified Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.10. “Class Period” means the period from October 12, 2019, through and including March 15, 2026.
- 1.11. “Class Representatives” means Oscar Almanza and Fred Amezola, the named Plaintiffs in the Action seeking Court approval to serve as Class Representatives.
- 1.12. “Court” means the Superior Court of California, County of Los Angeles.
- 1.13. “Defendant” means The Service Companies, Inc.
- 1.14. “Defense Counsel” means Rachel Chatman, Esq. and Adam E. Primm, Esq. of Benesch, Friedlander, Coplan & Aronoff LLP.
- 1.15. “Effective Date” means the date by when both of the following have occurred:
 - (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.16. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.17. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.18. “Final Approval Order” means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.19. “Funding Date” means the date on which Defendant shall fully fund the Gross Settlement Amount to the Settlement Administrator.
- 1.20. “Gross Settlement Amount” means Three Hundred Forty-Five Thousand Dollars (\$345,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 4.1 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA Payment, Class Counsel Award, Service Awards, and the Settlement Administration Costs.
- 1.21. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. Any Class Member who submits a timely and valid request for exclusion pursuant to the procedures set forth herein, is not eligible to receive an Individual Class Payment.
- 1.22. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.23. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.24. “LWDA” means the California Labor and Workforce Development Agency.
- 1.25. “LWDA Payment” means 75% (\$15,000.00) of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.26. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Payment, Service Awards, Class Counsel Award, and the Settlement Administration Costs. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.27. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion.
- 1.28. “Operative Complaint” means the consolidated Class Action and PAGA Complaint to be filed in the Almanza Action following the consolidation of the Amezola Action and the Almanza Action, or prior to such consolidation, the operative pleading(s) in each respective action.
- 1.29. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).

- 1.30. “PAGA Notice” or “PAGA Notices” means (a) Plaintiff Fred Amezola’s June 5, 2023; and (b) Plaintiff Oscar Almanza’s January 24, 2024, letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.31. “PAGA Payment” means Twenty Thousand Dollars (\$20,000.00), which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000.00) and 75% to LWDA (\$15,000.00) in settlement of PAGA claims.
- 1.32. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.33. “PAGA Period” means the period from June 5, 2022, through and including March 15, 2026.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. “Plaintiffs” means Oscar Almanza and Fred Amezola, the named Plaintiffs in the Action.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.38. “Released Class Claims” means all class claims alleged, or that reasonably could have been alleged based on the facts alleged, in the operative complaint in the Action, to the extent such claims arise from or relate to work performed for Defendant at Glendale Adventist Hospital, Nowsta SoFi Stadium, and Los Angeles Coliseum locations during the Class Period. This release expressly excludes all other claims, including but not limited to claims based on work performed at any other locations, claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and any class claims outside of the Class Period.
- 1.39. “Released PAGA Claims” means all PAGA claims alleged in the operative complaint in the Action and in Plaintiffs’ PAGA notices to the LWDA, to the extent such claims arise from or relate to work performed for Defendant at Glendale Adventist Hospital, Nowsta SoFi Stadium, and Los Angeles Coliseum locations during the PAGA Period. This release expressly excludes all other claims, including but not limited to claims under PAGA based on work performed at any other locations, claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and any PAGA claims outside of the PAGA Period.

- 1.40. “Released Parties” means Defendant The Service Companies, Inc., and its parents, subsidiaries, affiliates, current and former customers and clients (including Nowsta, Inc., a Delaware corporation and Sodexo Operations, LLC), owners, partners, principals, officers, directors, exempt-employees, managers, members, predecessors, successors, insurers, insureds, attorneys, accountants, agents, and representatives.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means forty-five (45) calendar days after the Settlement Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline.
- 1.43. “Service Award” or “Service Awards” means the payment to each Class Representative for initiating the Action and providing services in support of the Action, in the amount of Ten Thousand Dollars (\$10,000.00) to each Plaintiff.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. “Settlement Administration Costs” means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Settlement Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.46. “Settlement Administrator” means Xpand Legal Consulting, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.47. “Workweek” means a period consisting of five (5) working days during which a Class Member performed work for Defendant. For purposes of calculating settlement payments and allocating the Gross Settlement Amount, each set of five (5) days worked shall constitute one (1) Workweek. Any additional days worked that do not equal a full five (5)-day Workweek shall be treated as a fractional Workweek, and settlement payments shall be allocated proportionally based on the pro rata number of such additional days worked.

2. RECITALS.

- 2.1. On June 5, 2023, Plaintiff Fred Amezola filed a Notice of Violations with the LWDA and served the same on Defendant pursuant to Labor Code section 2699.3, subd.(a).

- 2.2. On October 12, 2023, Plaintiff Amezola filed a Class Action Complaint against Defendant in the Superior Court of California, County of Los Angeles, Case No. 23STCV24991, alleging causes of action for (1) Failure to Pay Wages; (2) Failure to Provide Rest Breaks or Compensation in Lieu Thereof; (3) Failure to Provide Meal Periods or Compensation in Lieu Thereof; (4) Failure to Pay Overtime; (5) Wage Statement Violations; (6) Unfair Business Practices in violation of Bus. & Prof. Code sections 17200 et seq.; (7) Failure to Reimburse Business Expenses; (8) Failure to Pay Final Wages; and (9) Violation of the Private Attorneys General Act in violation of Cal. Labor Code § 2698 et seq.
- 2.3. On January 24, 2024, Plaintiff Oscar Almanza filed a Notice of Violations with the LWDA and served the same on Defendant pursuant to Labor Code section 2699.3, subd.(a).
- 2.4. On January 24, 2024, Plaintiff Almanza filed a Class Action Complaint alleging causes of action against Defendant for (1) Unfair Competition in Violation of Bus. & Prof. Code sections 17200 et seq.; (2) Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (3) Failure to pay overtime wages in violation of California Labor Code sections 510 et seq.; (4) Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (5) Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (6) Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; (7) Failure to provide accurate itemized statements in violation of California Labor Code section 226; and (8) Failure to reimburse employees for required expenses in violation of California Labor Code section 2802.
- 2.5. On March 1, 2024, Plaintiff Amezola filed a First Amended Class Action Complaint in Case No. 23STCV24991, reasserting all nine causes of action from the original complaint and incorporating additional factual allegations regarding Defendant's employment practices at multiple California locations, including SoFi Stadium, the Los Angeles Coliseum, Brentwood Country Club, The California Club, and various hotels and restaurants in Southern California.
- 2.6. On April 2, 2024, Plaintiff Almanza filed the First Amended Complaint in the Almanza Action adding a ninth cause of action for Violation of the Private Attorney General Act ("PAGA") in violation of Cal. Labor Code § 2698 et seq.
- 2.7. On May 17, 2024, the Court found that the Action and the related action *Fred Amezola v. The Service Companies, Inc.*, et al., Case No. 23STCV24991, are related within the meaning of California Rules of Court, rule 3.300(a).
- 2.8. On August 28, 2024, Plaintiff Amezola filed a Second Amended Class Action Complaint in Case No. 23STCV24991, which was filed with the Court on October 2, 2024, expanding the action to add joint employer defendants including Nowsta, Inc., Stadco LA, LLC, Hostmark Hospitality Group dba Anaheim Marriott, Marriott International, Inc. dba The Edition Hotel, The California Club, and

Brentwood Country Club, and asserting the same nine causes of action on behalf of seven location-based subclasses of non-exempt catering and food service workers. Defendant denies the allegations in the complaints, denies any failure to comply with the laws identified in the complaints and denies any and all liability for the causes of action alleged.

- 2.9. On January 14, 2026, the Parties participated in an all-day mediation presided over by Doug Leach, Esq., which led to this Agreement to settle the Action. The Parties did not resolve the matter at mediation, but did so soon after by accepting a Mediator's Proposal.
- 2.10. Prior to mediation, Plaintiffs obtained, through formal and informal discovery, timekeeping records, payroll records and other employment data for the Class Members. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.11. On April 27, 2026, Plaintiffs filed the Operative Complaint in the Almanza Action and (1) added Plaintiff Amezola as a named Plaintiff and the Amezola Action alongside Oscar Almanza; (2) incorporated the allegations and claims asserted in the Amezola Action; (3) defined the Settlement Class consistent with the class release contemplated by this settlement; and (4) defined the PAGA claims consistent with the PAGA release contemplated by this settlement.
- 2.12. The Court has not yet granted class certification.
- 2.13. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 4.1 below (Escalator Clause), Defendant promises to pay Three Hundred Forty-Five Thousand Dollars and Zero Cents (\$345,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Settlement Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount, in the

amounts specified by the Court in the Final Approval:

- 3.2.1. To Plaintiffs: Service Awards to the Class Representatives of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) each (in addition to any other amounts the Class Representatives are entitled to receive pursuant to this Settlement). Defendant will not oppose Plaintiffs' request for Service Awards that do not exceed this amount. As part of the motion for Class Counsel Award, Plaintiffs will seek Court approval for any Service Award no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Service Awards less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount. The Settlement Administrator will pay the Service Awards using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on their Service Awards.
- 3.2.2. To Class Counsel: Class Counsel Award consisting of attorneys' fees of not more than one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Fifteen Thousand Dollars and Zero Cents (\$115,000.00) and attorneys' expenses of up to Forty Thousand Dollars and Zero Cents (\$40,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Award no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a payment for attorneys' fees and/or attorneys' expenses less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount and Released Parties shall have no liability to Class Counsel arising from any claim to any portion of any attorneys' fees and/or attorneys' expenses. The Settlement Administrator will pay the attorneys' fees and/or attorneys' expenses using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Award and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. The awarded attorneys' fees shall be allocated in the following manner: 37.5% to Zakay Law Group, APLC; 37.5% to JCL Law Firm, APC; and 25% to Hamner Law Offices, APLC. Plaintiffs have expressly consented to this fee split. The attorneys' expenses will be allocated among Class Counsel in accord with each counsel's actually incurred attorneys' expenses as supported by their respective declaration at the time of Final Approval.
- 3.2.3. To the Settlement Administrator: The Settlement Administration Costs not to exceed \$20,000.00 except for a showing of good cause and as approved by the Court. Defendant will not oppose requests for these payments provided they do not exceed this amount. To the extent the Settlement Administration Costs are less than \$20,000.00 or the Court approves payment less than \$20,000.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks worked during the Class Period. For purposes of calculating settlement payments and allocating the Gross Settlement Amount, each set of five (5) days worked shall constitute one (1) Workweek. Any additional days worked that do not equal a full five (5)-day Workweek shall be treated as a fractional Workweek, and settlement payments shall be allocated proportionally based on the pro rata number of such additional days worked.

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

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Payment in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) to be paid from the Gross Settlement Amount, with 75% (Fifteen Thousand Dollars and Zero Cents or \$15,000.00) allocated to the LWDA Payment and 25% (Five Thousand Dollars and Zero Cents or \$5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves a PAGA Payment of less than the amount requested, the Settlement Administrator will allocate the remainder

to the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Size Estimates. Based on a review of its records to date, Defendant estimates that there are 1,412 Class Members who collectively worked a total of 2,000 Workweeks, and approximately 830 Aggrieved Employees who worked approximately 1,200 PAGA Pay Periods. If the actual Workweeks in the Class Period exceed 2,000 by more than 10%, the Gross Settlement Amount will increase proportionally for the number of Workweeks over 110% of 2,000 (2,200). (Escalator Clause.)
- 4.2. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of employer payroll taxes, by transmitting the funds to the Settlement Administrator in two (2) equal installments. The first installment, in the amount of One Hundred Seventy-Two Thousand Five Hundred Dollars and Zero Cents (\$172,500.00), shall be due thirty (30) calendar days after the Court enters the Final Approval Order or on October 1, 2026, whichever is later. The second and final installment, in the amount of One Hundred Seventy-Two Thousand Five Hundred Dollars and Zero Cents (\$172,500.00), shall be due three (3) months after the first installment is due.
- 4.3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA Payment, the Settlement Administration Costs, Class Counsel Award, and the Service Awards. Disbursement of the Class Counsel Award and the Service Awards shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.3.1. The Settlement Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel all checks not cashed by the void date. The Settlement Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Settlement Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Settlement Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.3.2. The Settlement Administrator must conduct a Class Member Address

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

- 4.3.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the State Controller's Office Unclaimed Property Division in the name of the Class Member who did not claim the funds or as required by the specific judge handling the pending matter.
- 4.3.4. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such check to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).
- 4.3.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the Funding Date, Plaintiffs, Participating Class Members, and the Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1 Plaintiffs' Release. Plaintiffs Oscar Almanza and Fred Amezola, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, release and discharge Released Parties from all claims, transactions, or occurrences through the Effective Date, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint; and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiffs' PAGA Notices. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or

believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

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

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

5.3 Release by Aggrieved Employees: As of the Funding Date, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Defendant's Declaration in Support of Preliminary Approval. Within fourteen (14) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Settlement Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Defense Counsel and Defendant shall also submit evidence to the Court explaining the financial necessity for a payment plan.

6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel by May 25, 2026, all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Settlement Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data;

amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Settlement Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the Agreement showing all modifications made to the Los Angeles Superior Court's Model Agreement; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Settlement Administrator. In their declarations, Plaintiffs and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 75 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Settlement Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Settlement Administrator. The Parties have jointly selected Xpand Legal Consulting to serve as the Settlement Administrator and verified that, as a condition of appointment, Xpand Legal Consulting agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for Settlement Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. 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.

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

7.4 Notice to Class Members.

7.4.1 On April 24, 2026, Defendant delivered the Class Data to the Settlement Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than three (3) business days after receipt of the Class Data, the Settlement Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

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

7.4.3 Not later than three (3) business days after the Settlement Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Settlement Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Settlement Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current

address obtained. The Settlement Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 7.4.4 The deadline for Class Members' written objections, challenges to Workweeks, and Requests for Exclusion will be extended for Class Members whose notices are re-mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Settlement Administrator shall have their deadline extended an additional fourteen (14) calendar days beyond the Response Deadline. The Settlement Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Settlement Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Settlement Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Settlement Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Settlement Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Settlement Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Settlement Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Settlement Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the authenticity of a Request for

Exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. The Settlement Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Settlement Administrator via fax, email or mail. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. The Settlement Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct if they are consistent with the Class Data. The Settlement Administrator's determination of allocations of Workweeks is final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and the Settlement Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and this Agreement, including contesting the fairness of the Settlement and the amounts requested for the Class Counsel Award, Settlement Administration Costs, and Service Awards.

7.7.2 Participating Class Members may send written objections to the Settlement

Administrator, by fax, email or mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Settlement Administrator must do so not later than forty-five (45) days after the Settlement Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

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

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Settlement Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Settlement Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Settlement Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Settlement Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Settlement Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Settlement Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (whether valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Settlement Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Settlement Administrator's declaration(s) in Court.

7.8.5 Final Report by Settlement Administrator. Within three (3) days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Settlement Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Settlement Administrator's declaration in Court.

8. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15% of the total number of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Costs incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10) days after learning this information; late elections will have no effect.

9. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Service Awards, Class Counsel Award, and/or Settlement Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under Code of Civil Procedure § 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically excluding the Class Counsel Award, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the appellate court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Settlement Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Service Awards or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
- 10. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

- 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding the memorandum of understanding and any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts in good faith to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.
- 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Settlement Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Settlement Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
3110 Camino Del Rio S., Ste. 308
San Diego, CA 92108
T: 619-255-9047
shani@zakaylaw.com

HAMNER LAW OFFICES, APLC
26565 West Agoura Road, Suite 200
Calabasas, California 91302
T: 888-416-6654
hamner@hamnerlaw.com

To Defendant:

BENESCH, FRIEDLANDER, COPLAN & ARONOFF LLP
100 Pine Street, Suite 3100
San Francisco, CA 94111
T: 628-600-2250
rchatman@beneschlaw.com

- 11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement and pursuant to CCP section 583.330, the time within which to bring this action to trial under CCP section 583.310 is extended for the entire period of this settlement process.

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IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFFS:

Dated: May 7th, 2026



Oscar Almanza (May 7, 2026 10:50:48 PDT)

Plaintiff Oscar Almanza

Dated: _____, 2026

Plaintiff Fred Amezola

Dated: May 7, 2026



Shani O. Zakay, Esq.
Jennifer Gerstenzang, Esq.
Zakay Law Group, APLC
Attorney for Plaintiffs

Dated: _____, 2026

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
Attorney for Plaintiffs

Dated: _____, 2026

Christopher J. Hamner, Esq.
Hamner Law Offices, APLC
Attorney for Plaintiffs

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT

Dated: May 12, 2026



By:
For Defendant
The Service Companies, Inc.

Dated: May 12, 2026



Rachel Chatman, Esq. (State Bar #206775)
Adam E. Primm, Esq. (Pro Hac Vice)
Benesch, Friedlander, Coplan & Aronoff LLP
Attorneys for Defendant

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFFS:

Dated: May 7th, 2026

Oscar Almanza
Oscar Almanza (May 7, 2026 10:50:48 PDT)
Plaintiff Oscar Almanza

Dated: May 15, 2026

Fred Amezoa
Plaintiff Fred Amezoa

Dated: May 7, 2026

Shani O. Zakay, Esq.
Jennifer Gerstenzang, Esq.
Zakay Law Group, APLC
Attorney for Plaintiffs

Dated: _____, 2026

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
Attorney for Plaintiffs

Dated: 5/14, 2026

Christopher J. Hamner, Esq.
Hamner Law Offices, APLC
Attorney for Plaintiffs

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT

Dated: May 12, 2026

Charlotte Ku

By:
For Defendant
The Service Companies, Inc.

Dated: May 12, 2026

Rachel Chatman

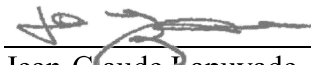
Rachel Chatman, Esq. (State Bar #206775)
Adam E. Primm, Esq. (Pro Hac Vice)
Benesch, Friedlander, Coplan & Aronoff LLP
Attorneys for Defendant

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFFS:

Dated: May 7th, 2026 *Oscar Almanza*
Oscar Almanza (May 7, 2026 10:50:48 PDT)
Plaintiff Oscar Almanza

Dated: _____, 2026 _____
Plaintiff Fred Amezola

Dated: May 7, 2026 
Shani O. Zakay, Esq.
Jennifer Gerstenzang, Esq.
Zakay Law Group, APLC
Attorney for Plaintiffs

Dated: May 12, 2026 
Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
Attorney for Plaintiffs

Dated: _____, 2026 _____
Christopher J. Hamner, Esq.
Hamner Law Offices, APLC
Attorney for Plaintiffs

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT

Dated: _____, 2026 _____
By:
For Defendant
The Service Companies, Inc.

Dated: _____, 2026 _____
Rachel Chatman, Esq. (State Bar #206775)
Adam E. Primm, Esq. (Pro Hac Vice)
Benesch, Friedlander, Coplan & Aronoff LLP
Attorneys for Defendant

EXHIBIT A

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

Almanza v. The Service Companies, Inc., Case No. 24STCV01889

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against The Service Companies, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by former employees Oscar Almanza and Fred Amezola (“Plaintiffs”) and seeks payment of (1) unpaid wages and penalties for, among other things, uncompensated time worked, meal and rest period violations, and unreimbursed business expenses and other relief for a class of all non-exempt employees who worked for Defendant at Glendale Adventist Hospital, Nowsta SoFi Stadium, and the Los Angeles Coliseum in California (“Class Members”) during the Class Period (October 12, 2019 to March 15, 2026); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt employees who worked for Defendant at these same locations in California (“Aggrieved Employees”) during the PAGA Period (June 5, 2022 to March 15, 2026).

The proposed settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

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

The above estimates are based on Defendant’s records showing that **you worked XX Workweeks** during the Class Period, and **you worked XX PAGA Pay Periods** during the PAGA Period. “Workweek” means a period consisting of five (5) working days during which a Class Member performed work for Defendant. For the purposes of calculating settlement payments and allocating the Gross Settlement Amount, each set of five (5) days worked shall constitute one (1) Workweek. Any additional days worked that do not equal a full five (5)-day Workweek shall be treated as a fractional Workweek, and settlement payments shall be allocated proportionally based on the number of such additional days worked. For example, if you worked three (3) additional days beyond a full Workweek, those days would be treated as three-fifths (3/5) of a Workweek, and you would receive a proportional share of the settlement for that fraction. The Workweeks will be calculated by the Settlement Administrator based on Defendant’s Workweek data and will be presumed to be correct. If you believe that you worked more Workweeks during the Class Period,

you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs Oscar Almanza and Fred Amezola are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, including overtime wages; failing to provide legally compliant meal and rest periods; failing to pay wages due upon termination; failing to reimburse for mandatory business expenses; and failing to provide accurate itemized wage statements. The Action also claims Defendant violated these laws by requiring employees to work off-the-clock without proper compensation. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action:

Zakay Law Group, APLC, JCL Law Firm, APC, and Hamner Law Offices, APLC ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator, Doug Leach of McKelvey Resolution, in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's final approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

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

1. Defendant Will Pay \$345,000.00 as the Gross Settlement Amount.

Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator of the Settlement. The Settlement Administrator will use

the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Service Awards, Class Counsel Award, Settlement Administration Costs, and penalties to be paid to the LWDA. Assuming the Court grants final approval, Defendant will fund the Gross Settlement Amount in two equal installments. The first installment of \$172,500.00 will be paid thirty (30) days after the Court enters the Final Approval Order or on October 1, 2026, whichever is later. The second installment of \$172,500.00 will be paid three (3) months after the first installment is due.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$115,000.00 (one-third of the Gross Settlement Amount) to Class Counsel as the Class Counsel Award for attorneys' fees and up to \$40,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000.00 to each Plaintiff (Oscar Almanza and Fred Amezola) as a Service Award for filing the Action, working with Class Counsel and representing the Class. A Service Award will be the only monies Plaintiffs will receive other than each Plaintiff's respective Individual Class Payment and any Individual PAGA Payment.
 - c. Up to \$20,000.00 to the Settlement Administrator for Settlement Administration Costs for services administering the Settlement, which shall include certified Spanish translation of this Class Notice.
 - d. \$20,000.00 for PAGA Payments, allocated 75% (\$15,000.00) to the LWDA and 25% (\$5,000.00) in Individual PAGA Payments to Aggrieved Employees based on their PAGA Pay Periods during the PAGA Period.

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

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interests and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments

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

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date (180 days after mailing), your check will be automatically cancelled, and the monies will be deposited with the State Controller's Office Unclaimed Property Division in your name.

If the monies represented by your check are sent to the State Controller's Office Unclaimed Property Division, you should consult the rules of the office for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, not later than **MONTH XX, 202X**, that you wish to opt-out. The easiest way to notify the Settlement Administrator is to send a written and signed Request for Exclusion by **MONTH XX, 202X**, the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Settlement Administrator. The Court has appointed a neutral company, Xpand Legal Consulting (the "Settlement Administrator") to send this Notice, calculate and make

payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.

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

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all class claims alleged, or that reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action, to the extent such claims arise from or relate to work performed at Defendant's Glendale Adventist Hospital, Nowsta SoFi Stadium, and Los Angeles Coliseum locations during the Class Period, including: (a) any and all claims involving any alleged failure to pay minimum wages; (b) any and all claims involving any alleged failure to pay overtime wages; (c) any and all claims involving any alleged failure to provide required meal periods; (d) any and all claims involving any alleged failure to provide required rest periods; (e) any and all claims involving any alleged failure to provide wages when due; (f) any and all claims involving any alleged failure to provide accurate itemized wage statements; (g) any and all claims involving any alleged failure to reimburse business expenses; and (h) any and all claims for unfair business practices arising from the foregoing. Participating Class Members do not release any other claims, including but not limited to claims based on work performed at any other locations, claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, or any class claims outside of the Class Period.

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

Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties from all PAGA claims alleged in the operative complaint in the Action and in Plaintiffs' PAGA notices to the LWDA, to the extent such claims arise from or relate to work performed at Defendant's Glendale Adventist Hospital, Nowsta SoFi Stadium, and Los Angeles Coliseum locations during the PAGA Period, including: (a) any and all claims involving any alleged failure to pay minimum wages; (b) any and all claims involving any alleged failure to pay overtime wages; (c) any and all claims involving any alleged failure to provide required meal periods; (d) any and all claims involving any alleged failure to provide required rest periods; (e) any and all claims involving any alleged failure to provide wages when due; (f) any and all claims involving any alleged failure to provide accurate itemized wage statements; (g) any and all claims involving any alleged failure to reimburse business expenses; and (h) any and all claims for unfair business practices arising from the foregoing. This release expressly excludes all other claims, including but not limited to claims under PAGA based on work performed at any other locations, and any PAGA claims outside of the PAGA Period

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Settlement Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member. For purposes of calculating settlement payments and allocating the Gross Settlement Amount, each set of five (5) days worked shall constitute one (1) Workweek. Any additional days worked that do not equal a full five (5)-day Workweek shall be treated as a fractional Workweek, and settlement payments shall be allocated proportionally based on the pro rata number of such additional days worked.
2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until **MONTH XX, 202X** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email, or fax. Section 9 of this Notice has the

Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Settlement Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if any.
2. Non-Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Settlement Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Almanza v. The Service Companies, Inc.*, Case No. 24STCV01889, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Settlement Administrator by MONTH XX, 202X, or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to

approve. At least sixteen (16) court days before the **MONTH XX, 202X** Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Administrator's website www._____.com or the Court's website <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Settlement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Settlement Administrator is MONTH XX, 202X.** Be sure to tell the Settlement Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Almanza v. The Service Companies, Inc.*, Case No. 24STCV01889 and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Settlement Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **MONTH XX, 202X** at **XX:XX am/pm** in Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement

documents is to go to Xpand Legal Consulting's website at www.xpandlegal.com. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 24STCV01889. You can also make an appointment to personally review court documents in the Clerk's Office at the Los Angeles Superior Court.

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

Class Counsel:

ZAKAY LAW GROUP, APLC

3110 Camino Del Rio S., Ste. 308

San Diego, CA 92108

T: 619-255-9047

shani@zakaylaw.com

JCL LAW FIRM, APC

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

T: 619-599-8292

jlapyade@jcl-lawfirm.com

HAMNER LAW OFFICES, APLC

26565 West Agoura Road, Suite 200

Calabasas, California 91302

T: (888) 416-6654

chamner@hamnerlaw.com

Settlement Administrator:

XPAND LEGAL CONSULTING

P.O. Box 51570

Irvine, CA 92619-9801

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the State Controller's Office Unclaimed Property Division for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

EXHIBIT 3

ZAKAY LAW GROUP, APLC

3110 Camino Del Rio South, Suite 308, San Diego, CA 92108 | 619-255-9047

FIRM PRACTICE AREAS:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

ATTORNEY SHANI O. ZAKAY BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Court for the District of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)

Partner, January 2012 – March 2018

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

5. COMMUNITY SERVICE

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Spring 2016, 2018

Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA

October 2018 – Present

Volunteer Attorney on Employment Matters

ATTORNEY JACKLAND K. HOM BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA

Associate, November 2019 – September 2020

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Activities: Academic Achievement Awards: Advanced Prosecution Function.
Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA

Bachelor of Arts: Political Science, English Literature, June 2015

Honors: Dean's List

ATTORNEY JACLYN JOYCE BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA

Attorney, June 2016 – April 2019

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4. EDUCATION

UCLA SCHOOL OF LAW, Los Angeles, CA
Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL
Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

ATTORNEY JENNIFER GERSTENZANG BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, November 2024 – present

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, August 2019 - October 2024

Gerstenzang Law, San Diego, CA
Owner and Lead Attorney, January 2015 - August 2019

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, December 2011 – January 2015

4. EDUCATION

California Western School of Law, San Diego, CA
Juris Doctor, *cum laude*, April 2011
Area of Concentration in Criminal Prosecution and Defense Practice, with Honors

Emory University, Atlanta, GA
Bachelor of Arts: Psychology, May 2006

ATTORNEY EDEN ZAKAY BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
State of North Carolina (all courts)

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3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, January 2025 - Present

Wood, Smith, Henning & Berman LLP, Raleigh, NC

Associate, July 2022 – January 2025

San Diego Law Review, San Diego, CA

Associate, July 2019 – May 2021

4. EDUCATION

University of San Diego School of Law, San Diego, CA

Juris Doctor, April 2021

University of California San Diego, La Jolla, CA

Bachelor of Arts: Political Science, June 2017

ATTORNEY NICOLE NOURSAMADI BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

State of North Carolina (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, November 2024 - Present

4. EDUCATION

California Western School of Law, San Diego, CA

Juris Doctor, April 2024

San Diego State University, San Diego, CA

Bachelor of Arts: Political Science, June 2020

5. COMMUNITY SERVICE

COMMUNITY LAW PROJECT, San Diego, CA

Summer of 2024

Volunteer

LEAD COUNSEL – CLASS ACTION AND/OR REPRESENTATIVE CASES:

1. Arakilians v. Trophy Universal City Group

Court	Los Angeles
Case No.	20STCV05724
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

2. Cortez Ocegüera v. M & M Automotive

Court	Alameda
Case No.	HG21086853
Nature	PAGA
Status	In Litigation

3. Carbajal v. Keys Motors, Inc.

Court	Los Angeles
Case No.	20STCV49714
Nature	PAGA
Status	Settled

4. Gregory v. Verio Healthcare, Inc

Court	Los Angeles
Case No.	20STCV37254
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

5. Putman v. Winco Holdings, Inc.

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

6. Williamson v. Stan Hotel

Court	Stanislaus
Case No.	CV-21-006861
Nature	Meal/Rest Break claims
Status	In Litigation

7. Hernandez v. USGI, Inc.

Court	Orange
Case No.	30-2022-01250099
Nature	Overtime and Regular Rate claims, and Meal/Rest Breaks
Status	In Litigation

8. De Jesus v. UniCare

Court	San Diego
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Case No.	37-2022-00003063-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

9. Chambers v. Bass Medical Group

Court	Contra Costa
Case No.	C22-01058
Nature	Overtime and Minimum Wage claims, Meal/Rest Breaks and PAGA
Status	Settled

10. Lindsay v. Denso Products (Staffmark)

Court	Riverside
Case No.	CVRI2203360
Nature	Overtime, Minimum Wage claims, and Meal/Rest Breaks
Status	Settled

11. Maheia v. Clean Earth Environmental Solutions

Court	Los Angeles
Case No.	22STCV24279
Nature	Overtime, Meal/Rest Periods, Failure to Pay PTO and PAGA
Status	Settled

12. Gray v. Sky Hotels

Court	Stanislaus
Case No.	CV-22-004004
Nature	Overtime, Minimum Wage claims, Meal/Rest Breaks, and PAGA
Status	Settled

13. Mariscal v. Janco Industries

Court	San Joaquin
Case No.	STK-CV-UOE-2022-8450
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

14. Trudelle v. Children of the Rainbow

Court	San Diego
Case No.	37-2022-00034860
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

15. Rodriguez v. Shaxon Industries

Court	Los Angeles
Case No.	30-2022-01289124-CU-OE-CXC
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA

Status	Settled
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16. Bautista v. Xtreme Auto Collision & Glass

Court	San Diego
Case No.	37-2022-00044708-CU-OE-CTL
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

17. Miller v. Barry's Security

Court	Riverside
Case No.	CVRI2202929
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

18. Kanafani v. Mitra VI, LLC (Superstar Car Wash)

Court	San Diego
Case No.	37-2022-00044660
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

19. Maria Vazquez v. Mt. Collision

Court	Los Angeles
Case No.	22STCV34689
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	In Litigation

20. Rodriguez v. Performance Food Group

Court	Alameda
Case No.	22CV021320
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

21. Shabazz v. Mann & Company

Court	Butte
Case No.	22CV02669
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

22. Adame v. Hustead's Collision Center

Court	Alameda
Case No.	22CV018744
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	Settled

23. Monroy v. Donsuemor

Court	Alameda
Case No.	22CV011917
Nature	Minimum Wage violations, Meal/Rest Break, PAGA, Wrongful Termination
Status	Settled

24. Murbach v. Love Automotive

Court	Kern
Case No.	BCV-22-103469
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

25. Bove v. S&B Restaurant Group

Court	Los Angeles
Case No.	23STCV02528
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

26. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

27. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

28. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

29. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

30. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	Settled

31. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

32. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	Settled

33. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

34. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	Settled

35. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

36. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775

Nature	Meal and Rest Breaks
Status	Settled

37. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

38. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	Settled

39. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	Settled

40. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	Settled

41. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	Settled

42. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	Settled

43. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	Settled

44. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

45. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

46. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

47. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	Settled

48. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	Settled

49. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

50. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	Settled

51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	Settled

52. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

53. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	Settled

54. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	Settled

55. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

56. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	Settled

57. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

58. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	Settled

59. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861

Nature	Meal/Rest Breaks, Regular Rate
Status	Settled

60. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

61. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	Settled

62. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

63. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

64. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA
Status	Settled

65. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	Settled

66. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

67. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	Settled

68. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	Settled

69. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	Settled

70. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	Settled

71. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

72. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

73. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

74. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531

Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

75. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

76. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

77. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

78. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

79. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

80. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

81. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

82. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	Settled

83. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL
Nature	Unpaid Wages, PAGA
Status	Settled

84. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

85. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

86. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

87. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

89. Michael Harrington v. Genesis Private Security

Court	Alameda
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Case No.	RG21105476
Nature	Wage Statement
Status	Settled

90. Robert Baray v. Curation Foods

Court	Santa Barbara
Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

91. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

92. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

93. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

94. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	In Litigation

95. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

96. Devin Terrell v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

97. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

98. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

99. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Wage Order 5
Status	Settled

100. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

101. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA
Nature	PAGA
Status	Settled

102. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

103. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

104. Juanita Allen v. Nissan of Stockton

Court	San Joaquin
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Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

105. Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	Settled

106. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

107. Powell v. Core Community Organized Relief Effort

Court	San Francisco
Case No.	CGC-21-596527
Nature	Meal/Rest Breaks
Status	Settled

108. Toshi Magee v. Children's Dentistry and Orthodontics

Court	Merced
Case No.	21CV-03773
Nature	Regular Rate of Pay
Status	In Litigation

109. Alisa Alvarez v. SLO Arches, Inc.

Court	San Luis Obispo
Case No.	21CV-0533
Nature	Meal/Rest Breaks
Status	Settled

110. Perla Rodriguez Gonzales v. CM School Supply, Inc.

Court	San Bernardino
Case No.	CIVSB2133207
Nature	Rounding
Status	In Litigation

111. Parastoo Maboudi v. The Neiman Marcus Group LLC

Court	Santa Clara
Case No.	22CV391973
Nature	Regular Rate of Pay Miscalculation
Status	Settled

112. Michael Hillstrom v. Constellation Brands, Inc. et al.

Court	Napa
Case No.	22CV000006
Nature	Regular Rate of Pay
Status	Settled

113. Maria Tabarez v. Alta Hospitals System LLC

Court	Los Angeles
Case No.	5220001658
Nature	Meal/Rest Break
Status	In Litigation

114. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067
Nature	Various
Status	Settled

115. David Stevens v. Kamps Propane, Inc.

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	In Litigation

116. Veronica Maravilla v. Venus Et Fleur, LLC

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	Settled

117. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.

Court	Los Angeles
Case No.	22STCV18688
Nature	Various
Status	Settled

118. Daraka Banks v. General Motors LLC et al.

Court	San Bernardino
Case No.	CIVSB2203661
Nature	Meal/Rest Breaks
Status	In Litigation

119. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0000452
Nature	Regular Rate of Pay

Status	Settled
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120. Tyler Sneed v. Sunroad Auto, LLC et al.

Court	San Diego
Case No.	37-2022-00007661
Nature	Various
Status	In Litigation

121. Alexa Lowe v. Ash's First LLC et al.

Court	San Diego
Case No.	37-2022-00010114
Nature	Various
Status	In Litigation

122. Marquan Nesbitt v. Autonomous, Inc.

Court	San Bernardino
Case No.	CIVSB2204742
Nature	Regular Rate of Pay
Status	Settled

123. Luis De Jesus Claudio v. Uni Care Home Health Inc.

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

124. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties

Court	San Bernardino
Case No.	CIVSB2207363
Nature	Wage Statement
Status	Settled

125. Serenity Jean Dewolf v. Mountain Counties Supply Company

Court	Siskiyou
Case No.	SCCV-CVCV-2022-329
Nature	Meal/Rest Breaks
Status	In Litigation

126. Jeannete Gomes v. Homeaglow Inc.

Court	San Joaquin / Los Angeles
Case No.	22STCV27159
Nature	Independent Contractor Misclassification
Status	In Litigation

127. Alan Carrillo Rodriguez v. Titan Workforce

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0003036
Nature	Meal/Rest
Status	Settled

128. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.

Court	San Francisco
Case No.	CGC-22-599270
Nature	Rounding
Status	Settled

129. Manuel Fimbres et al. v. Dreamstyle Remodeling of California, LLC et al.

Court	San Diego
Case No.	37-2022-00013690
Nature	Piece-Rate
Status	Settled

130. Abigail Chamberlan v. Classic VMS, Inc. et al.

Court	Yolo
Case No.	CV2022-0652
Nature	Meal/Rest
Status	Settled

131. Marvin Glenn Holloway v. Water Damage Rescue, Inc.

Court	Sacramento
Case No.	34-2022-00319781
Nature	Meal/Rest Breaks
Status	Settled

132. John Schilder v. Tenderloin Neighborhood Development Corporation

Court	San Francisco
Case No.	CGC-22-599603
Nature	Various
Status	In Litigation

133. Oscar Almanza v. Hope of the Valley Rescue Mission

Court	Los Angeles
Case No.	22STCV17591
Nature	Rounding
Status	Settled

134. Janene J. Caracaus v. Danny's Home Health Care Inc.

Court	San Diego
Case No.	37-2022-00020531
Nature	Piece Rate

Status	In Litigation
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135. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.

Court	Los Angeles
Case No.	22STCV18259
Nature	COVID-Screening Off-The-Clock
Status	In Litigation

136. Jesus Garica v. The Beach Chalet, L.P.

Court	San Francisco
Case No.	CGC-22-600090
Nature	Meal/Rest
Status	In Litigation

137. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.

Court	Los Angeles
Case No.	22STCV12086
Nature	Wage Statement
Status	Settled

138. Kyle Richard Dawkins v. Coalition For Responsible Community Development

Court	Los Angeles
Case No.	22STCV19341
Nature	Various
Status	In Litigation

139. Brennan Howard v. Koulax Enterprises

Court	Los Angeles
Case No.	21GDCV01154
Nature	Meal/Rest Breaks
Status	In Litigation

140. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.

Court	Riverside
Case No.	CVRI2202569
Nature	Wage Statement
Status	In Litigation

141. Kaliyah Martin v. Blend Labs et al.

Court	San Francisco
Case No.	CGC-22-600420
Nature	Regular Rate Miscalculations
Status	Settled

142. Cesar Cando v. Academy Valet Parking Service, Inc.

Court	Los Angeles
Case No.	22STCV21833
Nature	Various
Status	Settled

143. Carlos Pinkney v. Patrol Masters Security Services, Inc.

Court	Orange
Case No.	30-2021-01213869-CU-OE-CXC
Nature	Labor Code 204
Status	In Litigation

144. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse

Court	Stanislaus
Case No.	CV-22-003127
Nature	Meal/Rest Break
Status	In Litigation

145. Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

146. Steve Martinez v. Radiant Services Corp.

Court	Los Angeles
Case No.	22STCV23115
Nature	Off-the-Clock
Status	In Litigation

147. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

148. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.

Court	Los Angeles
Case No.	22STCV13175
Nature	Rounding
Status	In Litigation

149. Britney Clarke v. St. Anne's Maternity Home et al.

Court	Los Angeles
Case No.	22STCV14674
Nature	Wage Order 5

Status	Settled
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