

1                    **ADDENDUM #1 TO CLASS AND PAGA SETTLEMENT AGREEMENT**

2                    This Addendum #1 to Class and PAGA Settlement Agreement (“Addendum”) is entered  
3 into by and between Plaintiff Santos Luzod, individually and on behalf of all others similarly  
4 situated, and Defendant SPEC Services, Inc. (collectively, the “Parties”)

5                    **RECITALS**

6                    WHEREAS, the Parties previously entered into a Class and PAGA Settlement Agreement  
7 (the “Agreement”), which was fully executed on January 13, 2026;

8                    WHEREAS, on April 13, 2026, the Court issued a tentative ruling granting preliminary  
9 approval contingent upon certain revisions to the Agreement and attached class notice;

10                  WHEREAS, the Court directed that Participating Class Members should not be releasing  
11 claims asserted in the PAGA Notice;

12                  WHEREAS, the Parties desire to amend the Agreement in a narrow and targeted manner  
13 to address the Court’s directive, without otherwise modifying the terms of the Agreement;

14                  WHEREAS, Revised Class Notice shall replace the previous class notice, and shall be  
15 attached as Exhibit A and incorporated by reference into the Agreement and this Addendum. **A**  
16 **redlined version of the Revised Class Notice is attached as Exhibit B to this Addendum.**

17                  NOW, THEREFORE, the Parties agree as follows:

18                  **1. Amendment to Paragraph 5.2 (Release by Participating Class Members)**

19 Paragraph 5.2 of the Agreement is hereby amended so that all references to “PAGA Notice”  
20 within Paragraph 5.2 are stricken, as follows:

21                                  “Operative Complaint *or PAGA Notice*” on Page 13, Line 13; and

22    “*and/or PAGA Notice*” on Page 13, Line 20.

23 As amended, Paragraph 5.2 shall apply only to claims that were alleged, or reasonably could  
24 have been alleged, based on the facts and theories stated in the Operative Complaint.

25                  **2. Conforming Revisions to Class Notice**

26 The Parties agree that the Class Notice has been revised as necessary to conform exactly to the  
27 amendment set forth in this Addendum, as well as in accordance with the Court’s April 13, 2026  
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Order. The Revised Class Notice shall replace the previous class notice, and shall be attached as Exhibit A and incorporated by reference into the Agreement and this Addendum.

**3. Ratification of Agreement**

Except as expressly modified by this Addendum, all terms, conditions, and provisions of the Agreement remain unchanged and in full force and effect. The Agreement, as modified by this Addendum, is hereby ratified and confirmed in all respects.

**4. Effective Date**

This Addendum shall become effective upon execution by all Parties.

**IT IS SO AGREED:**


**Kim R  
Henry**  
Digitally signed by Kim R Henry  
DN: cn=Kim R Henry, o=SPEC  
Services, Inc.,  
email=khenry@specservices.com  
Date: 2026.04.16 14:22:34 -07'00'

Plaintiff, Santos Luzod

Kim R. Henry, CEO  
For Defendant, SPEC Services, Inc.

**AGREED AS TO FORM ONLY:**

Bardia A. Akhavan  
Counsel for Plaintiff

  
Marie D. DiSante  
Counsel for Defendant

# **EXHIBIT A**

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

*Santos Luzod v. SPEC Services, Inc.*

(County of Los Angeles, California Superior Court Case No. 25STCV01318)

**As an hourly, non-exempt employee who works or worked for SPEC Services, Inc., in California, you are entitled to receive money from a class action settlement.**

**Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.**

You have received this Notice of Class Action Settlement because the records of SPEC Services, Inc., (“Defendant”) show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all current and former non-exempt, hourly-paid employees who worked in California for Defendants at any time from January 17, 2021 through January 30, 2026.

The settlement is to resolve a class action lawsuit, *Santos Luzod v. SPEC Services, Inc.*, pending in the Superior Court of California for the County of Los Angeles, Case Number 25STCV01318 (the “Lawsuit”), alleging, among other things, claims for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods, or compensation in lieu thereof; (4) failure to provide compliant rest periods, or compensation in lieu thereof (5) waiting time penalties; (6) non-compliant wage statements; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code §227.3; (10) penalties under the Private Attorneys General Act (“PAGA”); and (11) unfair business practices.

- On [REDACTED], Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contend that they fully complied with all applicable laws. Additional details on each of your options related to this Settlement are described in the table below.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
Option 1: DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
Option 2: OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time from January 16, 2024 through the January 30, 2026 ("PAGA Period") as an hourly, non-exempt employee for Defendants in California as well, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

<p>Option 3: OBJECT TO THE SETTLEMENT</p>	<p>If you do not opt out, you may write to the Settlement Administrator, [REDACTED] about why you object to the Settlement, along with whatever legal authority, if any, supporting why you believe the Court should not approve the Settlement, and they will forward your concerns to counsel which will then be provided to the Court. Further details as to what is required to properly object to the settlement is described below. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED], 2026 at [REDACTED] : [REDACTED].m.] in Department 1 of the Los Angeles County Superior Court, located at 312 N Spring St, Los Angeles, CA 90012.</p>
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The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED] : [REDACTED].m. on [REDACTED], 2026, in the Los Angeles Superior Court, located at 312 N Spring St, Los Angeles, CA 90012, in Department 1. You are not required to attend the Hearing, but you are welcome to do so.

**Why Am I Receiving This Notice?**

Defendant’s records show that you currently work, or previously worked, for Defendant as an hourly, non-exempt employee in California during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

**What is This Case About?**

Santos Luzod was an hourly, non-exempt employee of Defendant. He is the “Plaintiff” in this case and is suing on behalf of himself and Class Members for Defendant’s alleged causes of action for violations based on (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods, or compensation in lieu thereof; (4) failure to provide compliant rest periods, or compensation in lieu thereof (5) waiting time penalties; (6) non-compliant wage statements; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code §227.3; (10) PAGA; and (11) unfair business practices.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under PAGA.

Defendant denies all the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of any of Plaintiff’s claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

### **Summary of the Settlement Terms**

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$1,155,200.00, unless increased pursuant to the terms of the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$7,000.00, (2) a service award of up to \$8,000.00 to Santos Luzod for his time and effort in pursuing this case; (3) up to 33.33% of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the terms of the Settlement Agreement, amounts to \$385,066.66; (4) up to \$25,000.00 in litigation costs to Class Counsel, according to proof; (5) payment allocated to PAGA penalties in the amount of \$30,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, sixty-five percent (65%) of the amount allocated toward PAGA, or \$19,500.00, will be paid to the LWDA and thirty-five percent (35%), or \$10,500.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$ [REDACTED] will be available for distribution to Class Members ("Net Settlement Amount").

Defendant represents that there are approximately 23,104 Workweeks worked by Class Members through November 13, 2025. In the event the number of Workweeks during the Class Period increases by more than 10%, or totals over 25,414 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 25,414 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount of \$1,155,200.00 by 23,104, which amounts to a Workweek Value of \$50.00. Thus, for example, should there be 26,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$29,300.00 (26,000 Workweeks – 25,414 Workweeks) x \$50.00 per Workweek.

### **Distribution to Class Members**

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, individuals who were employed by Defendant between January 16, 2024 through January 30, 2026 (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$30,000.00, allocated as PAGA penalties, whether or not they opt out, based on the number of pay periods worked by each Aggrieved Employee between January 16, 2024 through January 30, 2026 (*i.e.*, the PAGA Period).

Defendant's records indicate that you worked [REDACTED] Workweeks as an hourly, non-exempt employee in California during the Class Period and [REDACTED] pay periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award].

### **Tax Reporting**

Payments to Class Members as PAGA Payments shall be designated as penalties. All other payments to Class Members from the Net Settlement Amount shall be designated 20% as wages and 80% as penalties and interest. The Settlement Administrator will be responsible for issuing a form W-2 to each Class Member for the amount each receives for unpaid "wages" and any IRS Form 1099s required by law. This notice is not intended to provide legal or tax advice on your Settlement Share.

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

Your check will be valid for 180 days after issuance. After 180 calendar days from the date initially mailed by the Settlement Administrator, such funds shall escheat to the State and shall be sent by the Settlement Administrator to the State Controller's Office, Unclaimed Property Division, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

### **Your Options Under the Settlement**

#### **Option 1 – Do Nothing and Receive Your Payment**

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Claims" he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

For the duration of the Class Period, 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 all claims that were alleged, or reasonably could have been alleged, based on the facts and theories stated in the Operative Complaint, including, but not limited to: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods, or compensation in lieu thereof; (4) failure to provide compliant rest periods, or compensation in lieu thereof (5) waiting time penalties; (6) non-compliant wage statements; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code §227.3; (10) PAGA; and (11) all claims asserted through California Business & Professions Code section 17200, et seq. arising out of the Labor Code violations referenced in the Operative Complaint, including, but not limited to all theories pleaded or based on the same operative facts such as wages owed due to rounding, failure to pay sick leave, failure to pay vacation, and any derivative claims based on such theories. Except as set forth in the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, worker's compensation, or claims based on facts occurring outside the Class Period.

For the duration of the PAGA Period, 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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

"Released Parties" shall mean Defendant, and each of their former, present and future owners, parents, and

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

### **Option 2 – Opt Out of the Settlement**

In order to opt out of the Settlement, the Class Member must timely submit by mail, an opt-out request to the Settlement Administrator by the Response Deadline. The opt-out request should state your name, address, telephone number, last four digits of your social security number, and signature, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date mail your written request for exclusion to the address below.

[Settlement Agreement]  
[Mailing Address]

Your written request for exclusion must be mailed to the Administrator no later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

### **Option 3 – Submit an Objection to the Settlement**

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, the last four digits of your Social Security Number, your signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that if you opt out of the Settlement you cannot object to the Settlement. If you do not opt out and choose to object to the Settlement, but the Court overrules your objection, then you will be bound by the Settlement, you will receive your Settlement Share, and you will release the class claims.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

### **Final Approval Hearing**

You may, if you wish, appear at the Final Approval Hearing set for September 8, 2026 at 10:30 a.m. in Department 1 of Los Angeles County Superior Court, located at 312 N Spring St, Los Angeles, CA 90012, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at [REDACTED]. You may also retain an attorney to represent you at the Hearing at your own expense.

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

### **Additional Information**

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER]:

You may also visit the Settlement Administrator's website at [REDACTED] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at Department 1 of the Los Angeles County Superior Court, located at 312 N Spring St, Los Angeles, CA 90012, during regular business hours of each court day. You may also obtain these documents through the Court's website at \_\_\_\_\_.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, PLAINTIFF, PLAINTIFF'S ATTORNEYS OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

### **Challenges to Calculation of Workweeks**

If you believe the total number of your Workweeks during the Class Period or Pay Periods during the PAGA Period (listed above) are accurate, you do not need to take any further action in order to receive your payment(s).

**TO CHALLENGE THE NUMBER OF YOUR WORKWEEKS DURING THE CLASS PERIOD OR PAY PERIODS DURING THE PAGA PERIOD, THE CHALLENGE FORM BELOW MUST BE SIGNED AND POSTMARKED NO LATER THAN [DATE].**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

## CHALLENGE FORM

### **Important:**

1. You do NOT have to complete this part of the Challenge Form if the total number of your Workweeks during the Class Period or the PAGA Period as stated above is accurate.
2. If you do submit this form, it is strongly recommended that you keep proof of timely mailing of this form until receipt of your settlement payment.
3. If you change your mailing address, please provide your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

*Check the box below **ONLY** if you wish to challenge the total number of your Workweeks or Pay Periods as stated above. All fields on this Challenge Form must be complete for your challenge to be accepted:*

- I wish to challenge the total number of my Workweeks or Pay Periods. I have included a written statement detailing what I believe to be the correct number of weeks or pay periods I was employed as an hourly, non-exempt employee in California during the Class Period or PAGA Period. I have also included information and/or documentary evidence that support my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review Defendant' records and determine the validity of my challenge.

\_\_\_\_\_  
Signature

Name of Class Member \_\_\_\_\_ [preprinted]

Class Member ID Number (from address label): \_\_\_\_\_ [preprinted]

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

I believe that the correct number of Workweeks I was employed by Defendant as an hourly, non-exempt employee in California during the Class Period is: \_\_\_\_\_

I believe that the correct number of Pay Periods I was employed by Defendant as an hourly, non-exempt employee in California during the PAGA Period is: \_\_\_\_\_

The following is a statement of my reasons and documentation to support this number of Workweeks or Pay Periods:

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**[Attach documentation and use separate page(s) as necessary]**

Mail to:

insert address

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

# **EXHIBIT B**

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

*Santos Luzod v. SPEC Services, Inc.*

(County of Los Angeles, California Superior Court Case No. 25STCV01318)

**As an hourly, non-exempt employee who works or worked for SPEC Services, Inc., in California, you are entitled to receive money from a class action settlement.**

**Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.**

You have received this Notice of Class Action Settlement because the records of SPEC Services, Inc., (“Defendant”) show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all current and former non-exempt, hourly-paid employees who worked in California for Defendants at any time from January 17, 2021 through January 30, 2026.

The settlement is to resolve a class action lawsuit, *Santos Luzod v. SPEC Services, Inc.*, pending in the Superior Court of California for the County of Los Angeles, Case Number 25STCV01318 (the “Lawsuit”), alleging, among other things, claims for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods, or compensation in lieu thereof; (4) failure to provide compliant rest periods, or compensation in lieu thereof (5) waiting time penalties; (6) non-compliant wage statements; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code §227.3; (10) penalties under the Private Attorneys General Act (“PAGA”); and (11) unfair business practices.

- On [REDACTED], Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contend that they fully complied with all applicable laws. Additional details on each of your options related to this Settlement are described in the table below.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
Option 1: DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
Option 2: OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time from January 16, 2024 through the January 30, 2026 ("PAGA Period") as an hourly, non-exempt employee for Defendants in California as well, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

<p>Option 3: OBJECT TO THE SETTLEMENT</p>	<p>If you do not opt out, you may write to the Settlement Administrator, [REDACTED] about why you object to the Settlement, along with whatever legal authority, if any, supporting why you believe the Court should not approve the Settlement, and they will forward your concerns to counsel which will then be provided to the Court. Further details as to what is required to properly object to the settlement is described below. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED], 2026 at [REDACTED] : [REDACTED].m.] in Department 1 of the Los Angeles County Superior Court, located at <a href="#">312 N Spring St+11 North Hill</a>, Los Angeles, CA 90012.</p>
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The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED] : [REDACTED].m. on [REDACTED], 2026, in the Los Angeles Superior Court, located at [312 N Spring St+11 North Hill](#), Los Angeles, CA 90012, in Department 1. You are not required to attend the Hearing, but you are welcome to do so.

**Why Am I Receiving This Notice?**

Defendant’s records show that you currently work, or previously worked, for Defendant as an hourly, non-exempt employee in California during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

**What is This Case About?**

Santos Luzod was an hourly, non-exempt employee of Defendant. He is the “Plaintiff” in this case and is suing on behalf of himself and Class Members for Defendant’s alleged causes of action for violations based on (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods, or compensation in lieu thereof; (4) failure to provide compliant rest periods, or compensation in lieu thereof (5) waiting time penalties; (6) non-compliant wage statements; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code §227.3; (10) PAGA; and (11) unfair business practices.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under PAGA.

Defendant denies all the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of any of Plaintiff’s claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

## Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$1,155,200.00, unless increased pursuant to the terms of the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$7,000.00, (2) a service award of up to \$8,000.00 to Santos Luzod for his time and effort in pursuing this case; (3) up to 33.33% of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the terms of the Settlement Agreement, amounts to \$385,066.66; (4) up to \$25,000.00 in litigation costs to Class Counsel, according to proof; (5) payment allocated to PAGA penalties in the amount of \$30,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, sixty-five percent (65%) of the amount allocated toward PAGA, or \$19,500.00, will be paid to the LWDA and thirty-five percent (35%), or \$10,500.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$ [REDACTED] will be available for distribution to Class Members ("Net Settlement Amount").

Defendant represents that there are approximately 23,104 Workweeks worked by Class Members through November 13, 2025. In the event the number of Workweeks during the Class Period increases by more than 10%, or totals over 25,414 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 25,414 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount of \$1,155,200.00 by 23,104, which amounts to a Workweek Value of \$50.00. Thus, for example, should there be 26,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$29,300.00 (26,000 Workweeks – 25,414 Workweeks) x \$50.00 per Workweek.

## Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, individuals who were employed by Defendant between January 16, 2024 through January 30, 2026 (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$30,000.00, allocated as PAGA penalties, whether or not they opt out, based on the number of ~~pay periods~~workweeks worked by each Aggrieved Employee between January 16, 2024 through January 30, 2026 (*i.e.*, the PAGA Period).

Defendant's records indicate that you worked [REDACTED] Workweeks as an hourly, non-exempt employee in California during the Class Period and [REDACTED] ~~pay periods~~Workweeks during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award].

## Tax Reporting

Payments to Class Members as PAGA Payments shall be designated as penalties. All other payments to Class Members from the Net Settlement Amount shall be designated 20% as wages and 80% as penalties and interest. The Settlement Administrator will be responsible for issuing a form W-2 to each Class Member for the amount each receives for unpaid "wages" and any IRS Form 1099s required by law. This notice is not intended to provide legal or tax advice on your Settlement Share.

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

Your check will be valid for 180 days after issuance. After 180 calendar days from the date initially mailed by the Settlement Administrator, such funds shall escheat to the State and shall be sent by the Settlement Administrator to the State Controller's Office, Unclaimed Property Division, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

### **Your Options Under the Settlement**

#### **Option 1 – Do Nothing and Receive Your Payment**

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Claims" he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

For the duration of the Class Period, 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 all claims that were alleged, or reasonably could have been alleged, based on the facts and theories stated in the Operative Complaint, including, but not limited to: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods, or compensation in lieu thereof; (4) failure to provide compliant rest periods, or compensation in lieu thereof - (5) waiting time penalties; (6) non-compliant wage statements; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code §227.3; (10) PAGA; and (11) all claims asserted through California Business & Professions Code section 17200, et seq. arising out of the Labor Code violations referenced in the Operative Complaint, including, but not limited to all theories pleaded or based on the same operative facts such as wages owed due to rounding, failure to pay sick leave, failure to pay vacation, and any derivative claims based on such theories. Except as set forth in the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, worker's compensation, or claims based on facts occurring outside the Class Period.  
~~For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from all claims that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint, including but not limited to: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods, or compensation in lieu thereof; (4) failure to provide compliant rest periods, or compensation in lieu thereof - (5) waiting time penalties; (6) non-compliant wage~~

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

~~statements; (7) failure to timely pay wages; (8) failure to indemnify; (9) violation of Labor Code §227.3; (10) PAGA; and (11) unfair competition.~~

~~For the duration of the PAGA Period, 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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice. For the duration of the PAGA Period, 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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including, all claims asserted in the PAGA Notice and also alleged in the Operative Complaint, for PAGA civil penalties for failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, waiting time penalties, wage statement violations, failure to timely pay wages, failure to indemnify and unfair competition as specifically contained in Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.8, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, and 1198.5.~~

~~“Released Parties” shall mean Defendant, and its past each of their former, present, and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives. “Released Parties” shall mean Defendant, and its past, present, and future predecessors, successors, officers, directors, employees and agents.~~

### **Option 2 – Opt Out of the Settlement**

In order to opt out of the Settlement, the Class Member must timely submit by mail, an opt-out request to the Settlement Administrator by the Response Deadline. The opt-out request should state your name, address, telephone number, last four digits of your social security number, and signature, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date ~~and fax, email or~~ mail your written request for exclusion to the address below.

[Settlement Agreement]  
[Mailing Address]

Your written request for exclusion must be mailed to the Administrator no later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

### **Option 3 – Submit an Objection to the Settlement**

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, the last four digits of your Social

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

Security Number, your signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that if you opt out of the Settlement you cannot object to the Settlement. If you do not opt out and choose to object to the Settlement, but the Court overrules your objection, then you will be bound by the Settlement, you will receive your Settlement Share, and you will release the class claims. ~~Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.~~

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

### **Final Approval Hearing**

You may, if you wish, appear at the Final Approval Hearing set for \_\_\_\_\_, September 8, 2026 at \_\_\_\_\_:\_\_\_\_10:30 \_\_\_\_a.m. in Department 1 of Los Angeles County Superior Court, located at [312 N Spring St+11 North Hill](#), Los Angeles, CA 90012, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at \_\_\_\_\_. You may also retain an attorney to represent you at the Hearing at your own expense.

### **Additional Information**

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER]:

You may also visit the Settlement Administrator's website at \_\_\_\_\_ to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at Department 1 of the Los Angeles County Superior Court, located at [312 N Spring St+11 North Hill](#), Los Angeles, CA 90012, during regular business hours of each court day. You may also obtain these documents through the Court's website at \_\_\_\_\_.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, PLAINTIFF, PLAINTIFF'S ATTORNEYS OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Challenges to Calculation of Workweeks

If you believe the total number of your Workweeks during the Class Period or **Pay Periods** ~~Workweeks~~ during the PAGA Period (listed above) are accurate, you do not need to take any further action in order to receive your payment(s).

TO CHALLENGE THE NUMBER OF YOUR WORKWEEKS DURING THE CLASS PERIOD OR **PAY PERIODS** DURING THE PAGA PERIOD, THE CHALLENGE FORM BELOW MUST BE SIGNED AND POSTMARKED NO LATER THAN [DATE].

Questions? Contact the Settlement Administrator toll free at **[PHONE NUMBER]**

**CHALLENGE FORM**

**Important:**

1. You do NOT have to complete this part of the Challenge Form if the total number of your Workweeks during the Class Period or the PAGA Period as stated above is accurate.
  
2. If you do submit this form, it is strongly recommended that you keep proof of timely mailing of this form until receipt of your settlement payment.
  
3. If you change your mailing address, please provide your new mailing address to the Settlement Administrator. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

**Check the box below ONLY if you wish to challenge the total number of your Workweeks or Pay Periods as stated above. All fields on this Challenge Form must be complete for your challenge to be accepted:**

- I wish to challenge the total number of my Workweeks or Pay Periods. I have included a written statement detailing what I believe to be the correct number of weeks or pay periods I was employed as an hourly, non-exempt employee in California during the Class Period or PAGA Period. I have also included information and/or documentary evidence that support my challenge. I understand that by submitting this challenge I authorize the Settlement Administrator to review Defendant' records and determine the validity of my challenge.

\_\_\_\_\_  
Signature

Name of Class Member \_\_\_\_\_ **[preprinted]**

Class Member ID Number (from address label): \_\_\_\_\_ **[preprinted]**

**Questions? Contact the Settlement Administrator toll free at **[PHONE NUMBER]****

I believe that the correct number of Workweeks I was employed by Defendant as an hourly, non-exempt employee in California during the Class Period is: \_\_\_\_\_

I believe that the correct number of Pay Periods I was employed by Defendant as an hourly, non-exempt employee in California during the PAGA Period is: \_\_\_\_\_

The following is a statement of my reasons and documentation to support this number of Workweeks or Pay Periods:

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**[Attach documentation and use separate page(s) as necessary]**

Mail to:

insert address

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**