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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MIGUEL A. HUERTA ALVAREZ, individually, on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

ASAS GROUP, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2025-01487413-CU-OE-CXC
Assigned to Hon. David A. Hoffer, Dept. CX103

Complaint filed: June 3, 2025
FAC filed: February 5, 2026
Trial date: Not Set

CLASS & REPRESENTATIVE ACTION

FIRST AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

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This First Amendment to Class Action and PAGA Settlement Agreement ("First Amendment") is made by and between Plaintiff Miguel A. Huerta Alvarez ("Plaintiff") and Defendant ASAS Group, Inc. ("Defendant") (together, the "Parties"). Capitalized terms not defined in this First Amendment have the meanings given in the Class Action and PAGA Settlement Agreement executed by the Parties in March and April 2026 (the "Agreement").

RECITALS

A. On July 20, 2026, the Court issued a ruling continuing the hearing on Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement to November 16, 2026, and directing the Parties to address certain concerns by amendment to the Agreement rather than by an amended settlement agreement (the "July 20, 2026 Ruling").

B. Paragraphs 6.3 and 11.6 of the Agreement require the Parties to work together in good faith to modify the Agreement to satisfy the Court's concerns. Paragraph 11.9 permits amendment of the Agreement by an express written instrument signed by all Parties or their representatives and approved by the Court.

C. The Parties enter into this First Amendment to resolve the concerns identified in the July 20, 2026 Ruling. The Parties have not amended Paragraph 3.2.4.1 of the Agreement (allocating 20% of each Individual Class Payment to wages and 80% to interest and penalties), which remains in effect; the Parties explain the basis for that negotiated allocation in their supplemental papers.

NOW, THEREFORE, the Parties agree that the Agreement is amended as follows, effective upon the Court's approval:

1. **Paragraph 1.6 (Class Counsel)** is deleted and replaced with:

"1.6 *Class Counsel* means Benjamin H. Haber, Esq., Talar DerOhannessian, Esq., Kareen Shatikian, Esq., and Trenten N. Bilodeaux, Esq. of Wilshire Law Firm, PLC."

2. **Paragraph 1.7 (Class Counsel Fees Payment)** is deleted and replaced with:

"1.7 *Class Counsel Fees Payment* means an award of attorneys' fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have

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agreed Plaintiff will request approval from the Court of not more than thirty percent (30%) of the GSA (currently estimated at $67,500.00)."

3. **Paragraph 1.11 (Class Notice)** is deleted and replaced with:

"1.11 *Class Notice* means the Court-approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached to the First Amendment as Exhibit A, together with the Request for Exclusion Form attached to the First Amendment as Exhibit B, both of which are incorporated by reference into this Agreement."

4. **Paragraph 1.42 (Request for Exclusion)** is deleted and replaced with:

"1.42 *Request for Exclusion* means a Class Member's signed, written request to be excluded from the Class Settlement, submitted either on the Request for Exclusion Form attached to the First Amendment as Exhibit B or in a signed letter that reasonably communicates the Class Member's election to be excluded."

5. **Paragraph 3.2.2 (To Class Counsel)** is amended by deleting the first sentence and replacing it with:

"To Class Counsel: A Class Counsel Fees Payment of not more than thirty percent (30%) of the GSA, which is currently estimated to be $67,500.00, and a Class Counsel Litigation Expenses Payment for actual costs not to exceed $17,000.00."

6. **Paragraph 4.1 (Class Workweeks and Aggrieved Employee Pay Periods)** is amended by deleting the first sentence and replacing it with:

"Based on a review of its payroll and time records through February 6, 2026, Defendant represents there are 123 Class Members who collectively worked a total of 6,479 Workweeks during the Class Period."

7. **Paragraph 7.5.1 (Requests for Exclusion)** is amended by adding the following sentence after the first sentence:

"The Administrator shall mail the Request for Exclusion Form (Exhibit B) with each Class Notice, and Class Members may complete, sign, and return that form,

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or send a signed letter, to request exclusion."

8. **Paragraph 7.5.2** is amended by deleting the sentences "The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge." and "The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge." and adding the following at the end of Paragraph 7.5.2:

> "The Administrator and the Parties will attempt in good faith to resolve any dispute regarding the validity or authenticity of a Request for Exclusion. Any such dispute that the Administrator and the Parties cannot resolve shall be submitted to the Court, which will ultimately decide it."

9. **Paragraph 7.6 (Challenges to Calculation of Workweeks)** is amended by deleting the sentence "The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge." and replacing it with:

> "The Administrator and the Parties will attempt in good faith to resolve any challenge to the number of Workweeks and/or PAGA Pay Periods. Any challenge that the Administrator and the Parties cannot resolve shall be submitted to the Court, which will ultimately decide it."

10. **Paragraph 7.8.4 (Workweek and/or Pay Period Challenges)** is deleted and replaced with:

> "7.8.4 *Workweek and/or Pay Period Challenges.* The Administrator will review, and the Administrator and the Parties will attempt in good faith to resolve, all Class Member challenges to the calculation of Workweeks and/or PAGA Pay Periods, consistent with the terms of this Agreement. Any challenge that the Administrator and the Parties cannot resolve shall be submitted to the Court, which will ultimately decide it. The Administrator shall report all challenges, and their resolution or status, in its declaration filed in support of Final Approval."

11. **Paragraph 8 (Escalator Clause)** is amended by deleting option (b) ("cutting off the Class Period as of the date that there are 7,040 Workweeks") and adding the following at

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the end of Paragraph 8:

> "8.1 *Escalator Determination Before Notice.* Before executing the First Amendment, Defendant completed its calculation of Workweeks for the entire Class Period (June 3, 2021, through February 6, 2026) and determined that 123 Class Members worked a total of 6,479 Workweeks. Because 6,479 Workweeks does not exceed 7,040, the escalator in this Paragraph 8 has not been triggered. The Gross Settlement Amount therefore remains $225,000.00, the Class Period and PAGA Period end on February 6, 2026, and the Class Notice shall be sent to all Class Members identified in the Class Data. If the Class Data delivered to the Administrator nonetheless reflects more than 7,040 Workweeks, the Gross Settlement Amount shall increase as provided in option (a) of this Paragraph 8, and in no event shall the Class Period or PAGA Period be shortened or any person who is sent a Class Notice be excluded from the Settlement under this Paragraph 8."

12. **Exhibit A (Class Notice)** to the Agreement is deleted and replaced with the Amended Class Notice attached to this First Amendment as **Exhibit A**, and the Request for Exclusion Form attached to this First Amendment as **Exhibit B** is added to the Agreement.

GENERAL PROVISIONS

13. Except as expressly amended by this First Amendment, all terms of the Agreement remain unchanged and in full force and effect. If there is a conflict between this First Amendment and the Agreement, this First Amendment controls.

14. This First Amendment shall be submitted to the LWDA at the same time it is submitted to the Court. (Lab. Code, § 2699, subd. (s)(2).)

15. This First Amendment may be executed in counterparts and by electronic signature (e.g., DocuSign), each of which shall be deemed an original, and all of which together constitute one instrument.

IT IS SO AGREED.

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Dated: 10/23/2026, 2026

PLAINTIFF

Signed by:
F0515ZAD51AC4EE...
Miguel A. Huerta Alvarez

Dated: October 23, 2026

DEFENDANT ASAS GROUP, INC.

By: _____
Name: Abdul Aziz Sadruddin
Title: Owner/Operator

APPROVED AS TO FORM:

Dated: October 26, 2026

WILSHIRE LAW FIRM, PLC

By: _____
Benjamin H. Haber
Talar DerOhannessian
Kareen Shatikian
Trenten N. Bilodeaux
Attorneys for Plaintiff and the Class

Dated: October 23, 2026

SCOTT & WHITEHEAD

By: _____
Michael J. Rossiter
Zachary M. Schwartz
Attorneys for Defendant ASAS Group, Inc.

EXHIBIT A

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

Huerta Alvarez v. ASAS Group, Inc.

Orange County Superior Court, Case No. 30-2025-01487413-CU-OE-CXC

The Orange County Superior Court authorized this notice. It is not junk mail, spam, an advertisement, or solicitation by a lawyer. Please read it carefully! You are not being sued.

You may be eligible to receive money from employee class and representative action lawsuits ("Action") against ASAS Group, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by former employee, Miguel A. Huerta Alvarez and seeks (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees ("Class Members") who worked for Defendant during the Class Period (June 3, 2021, through February 6, 2026); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all Class Members who worked for Defendant during the PAGA Period (July 28, 2024, through February 6, 2026) ("Aggrieved Employees").

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 PAGA 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 <<Estimated Individual Class Payment>> (less withholding) and your Individual PAGA Payment is estimated to be <<Estimated Individual PAGA Payment>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked <<Workweeks>> Workweeks during the Class Period and you worked <<PAGA Pay Periods>> Pay Periods during the PAGA Period.** If you believe that you worked more during either period, you can submit a challenge by the deadline date. The Administrator and the Parties will try to resolve any challenge; if they cannot, the Court will decide it.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. READ THIS NOTICE CAREFULLY. You will be deemed to have 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 Plaintiff and Plaintiff's 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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.

EXCLUDE YOURSELF	Complete, sign, and return the enclosed Request for Exclusion Form. Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If the Administrator and the Parties cannot resolve your challenge, the Court will decide it. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant ASAS Group, Inc. at some point(s) between June 3, 2021, through February 6, 2026, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is July 28, 2024, through February 6, 2026.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Sections 12 and 22, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Orange County Superior Court. The case is titled *Huerta Alvarez v. ASAS Group, Inc.* Case No. 30-2025-01487413-CU-OE-CXC. The person who sued, Miguel A. Huerta Alvarez, is the Plaintiff, and the company sued, ASAS Group, Inc., is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay missed rest period premiums; (5) failure to timely pay final wages at termination; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify all necessary business expenditures; (8) failure to produce employment records; (9) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff's claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff's lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff's lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time from June 3, 2021, through February 6, 2026.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount ("GSA") of $225,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys' fees up to thirty

percent (30%) of the GSA or $67,500.00 and reimbursement for reasonable costs not to exceed $17,000.00; Enhancement Award up to $10,000.00 to the Plaintiff (for Plaintiff's work and efforts prosecuting this case); a PAGA Penalties payment of $20,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action LLC, not to exceed $4,990.00. The exact amount of the Class Counsel's Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the "Net Settlement Amount" or the "NSA," is currently estimated to be approximately $105,510.00. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded ("opt out") of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a $20,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 65% of the PAGA Penalties payment, or $13,000.00, will be paid to the California Labor and Workforce Development Agency. The remaining 35% of the PAGA Penalties payment, or $7,000.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number of Workweeks you worked, as reflected in Defendant's records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period from June 3, 2021, through February 6, 2026. **Twenty percent (20%)** of each Individual Class Payment will be treated as payment for alleged unpaid wages and will be reported on an IRS Form W-2, subject to applicable payroll tax withholdings and deductions. **Eighty percent (80%)** will be treated as payment for alleged penalties, which will be reported on IRS Forms 1099.

Individual PAGA Payment: If you worked for Defendant from July 28, 2024, through February 6, 2026 ("PAGA Period"), you are also an "Aggrieved Employee" and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 22 below, no later than the Response Deadline described in Section 12. The Administrator and the Parties will try to resolve your challenge. If they cannot resolve it, the Court will decide it.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on April 12, 2027, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Within thirty (30) days after the Effective Date, Defendant will fund the Gross Settlement Amount and the applicable employer payroll taxes. Within seven (7) days after Defendant completes funding, the Settlement Administrator will mail Individual Class Payments and Individual PAGA Payments in accordance with the Settlement Agreement.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed 180 days after the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 22).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you timely exclude yourself, you will become a Participating Class Member. This means that you may not sue, continue to sue, or participate in any other lawsuit against Defendant concerning the legal claims resolved by this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and related entities and individuals (collectively, the "Released Parties"). These releases will become effective after the Court's approval of the Settlement becomes final.

Released Class Claims: The "Released Class Claims" include all claims under state, federal, and local law that were asserted or could have been asserted based on the facts alleged in the lawsuit against Defendant, arising during the Class Period, against the Released Parties. The Released Class Claims do not include claims for retaliation, discrimination, workers' compensation, unemployment insurance, disability benefits, or claims outside the Class Period.

Released PAGA Claims: If you are an Aggrieved Employee (that is, if you worked for Defendant during the PAGA Period), you will also release all claims for civil penalties under the

California Private Attorneys General Act ("PAGA") arising during the PAGA Period that were asserted or could have been asserted based on the facts alleged in Plaintiff's PAGA notice to the California Labor and Workforce Development Agency and the lawsuit. Aggrieved Employees cannot opt out of the release of the PAGA claims, regardless of whether they exclude themselves from the class settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, complete, sign, and return the **Request for Exclusion Form** enclosed with this Notice, or send the Settlement Administrator another written and signed request for exclusion. Your Request for Exclusion Form or other request must be mailed (postmarked) or emailed no later than 60 days after the date the Administrator mailed this Notice to you, or 74 days after that date if this Notice was re-mailed to you (the "Response Deadline"). Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your Request for Exclusion Form or other request for exclusion to the settlement Administrator at:

ASAS Group, Inc. Settlement
c/o Apex Class Action LLC
18 Technology Drive, Suite 154
Irvine, CA 92618
Email: info@apexclassaction.com

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (July 28, 2024, through February 6, 2026). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

If the Administrator has reason to question whether a request for exclusion is authentic, it may ask you for additional proof of your identity. The Administrator and the Parties will try to resolve any dispute about whether a request for exclusion is valid or authentic. If they cannot resolve it, the Court will decide it.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you timely exclude yourself from the Settlement, you will give up any right to sue Defendant for the claims resolved by this Settlement. If you have a pending lawsuit against Defendant relating to the claims covered by this Settlement, you should speak to your attorney in that case immediately. To continue your own lawsuit, you must exclude yourself from this Settlement. The deadline to request exclusion is sixty (60) days from the date the Class Notice is mailed.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

If you exclude yourself, you will not receive an Individual Class Payment from the class portion of this Settlement. However, if you are an Aggrieved Employee (that is, you worked for Defendant during the PAGA Period, July 28, 2024, through February 6, 2026), you will still

receive an Individual PAGA Payment from the PAGA penalties portion of the Settlement, and you will be bound by the release of the Released PAGA Claims. If you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant for the Released Class Claims, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel, and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

WILSHIRE LAW FIRM, PLC
Benjamin H. Haber
benjamin.haber@wilshirelawfirm.com
Talar DerOhannessian
talar.derohannessian@wilshirelawfirm.com
Kareen Shatikian
kareen.shatikian@wilshirelawfirm.com
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve attorneys' fees of up to thirty percent (30%) of the Gross Settlement Amount, currently estimated at $67,500.00, for work performed in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also ask the Court to approve reimbursement of litigation expenses not to exceed $17,000.00. The Court may award Class Counsel less than the amounts requested.

Class Counsel will also ask the Court to approve an enhancement award to Plaintiff Miguel A. Huerta Alvarez in the amount of $10,000.00, in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment, for the initiative, risk, and time and effort Plaintiff spent serving as the Class Representative. The Court may award a Class Representative less than the amount requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed (postmarked) or emailed to the Settlement Administrator on or before the Response Deadline described in Section 12, at the following address:

ASAS Group, Inc. Settlement

c/o Apex Class Action LLC
18 Technology Drive, Suite 154
Irvine, CA 92618
Email: info@apexclassaction.com

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the class portion of the case no longer affects you, and you do not get an Individual Class Payment from this Settlement (though you will still receive any Individual PAGA Payment if you are an Aggrieved Employee). If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get an Individual Class Payment from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at 1:30 p.m. on April 12, 2027 in Department CX103 of the Orange County Superior Court (Civil Complex Center) located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, and the court grants final approval of the settlement, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you

will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, Apex Class Action LLC, by calling toll free 1-800-355-0700, or you can write to the Administrator at the following address:

ASAS Group, Inc. Settlement
c/o Apex Class Action LLC
18 Technology Drive, Suite 154
Irvine, CA 92618
Email: info@apexclassaction.com

PLEASE DO NOT TELEPHONE THE COURT OR ASAS GROUP, INC.'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

EXHIBIT B

REQUEST FOR EXCLUSION FORM

Huerta Alvarez v. ASAS Group, Inc., Orange County Superior Court, Case No. 30-2025-01487413-CU-OE-CXC

USE THIS FORM ONLY IF YOU DO NOT WANT TO BE PART OF THE CLASS SETTLEMENT. If you want to receive an Individual Class Payment, do not return this form. Read Sections 12 through 14 and 18 of the Notice before completing this form.

To be valid, this form must be signed and mailed (postmarked) or emailed to the Administrator no later than **60 days after the date the Administrator mailed the Notice to you** (74 days if the Notice was re-mailed to you):

ASAS Group, Inc. Settlement
c/o Apex Class Action LLC
18 Technology Drive, Suite 154
Irvine, CA 92618
Email: info@apexclassaction.com

YOUR INFORMATION (please print):

Full Name: _____

Other names used while employed by ASAS Group, Inc.: _____

Street Address: _____

City, State, ZIP: _____

Telephone Number: (_____) _____ Email (optional):

_____

Last four digits of Social Security Number (optional, to help identify you): XXX-XX-_____

STATEMENT OF EXCLUSION

I want to be excluded from the class settlement in *Huerta Alvarez v. ASAS Group, Inc.*, Orange County Superior Court Case No. 30-2025-01487413-CU-OE-CXC. I understand that by excluding myself:

- I will **not** receive an Individual Class Payment, and I will **not** release the Released Class Claims described in the Notice;
- I will not be able to object to the class settlement; and
- If I worked for Defendant during the PAGA Period (July 28, 2024, through February 6, 2026), I will **still** receive an Individual PAGA Payment and I will **still** be bound by the release of the Released PAGA Claims, because Aggrieved Employees cannot exclude themselves from the PAGA portion of the Settlement.

Signature: _____ Date: _____

If the Administrator has reason to question whether this request is authentic, it may contact you for additional proof of your identity. The Administrator and the Parties will try to resolve any dispute about the validity or authenticity of a request for exclusion; if they cannot, the Court will decide it. Questions? Call the Administrator toll free at 1-800-355-0700.