PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Agreement") is made by and between Plaintiff Ernesto Guillen ("Plaintiff"), individually, and on behalf of all other aggrieved employees (the "Aggrieved Employees," as described below), and as a private attorney general on behalf of the State of California pursuant to Labor Code section 2699, *et seq*., the Private Attorneys General Act ("PAGA") on the one hand, and Defendant Columbia Aluminum Products, LLC ("Defendant"), on the other hand. Plaintiff and Defendant are collectively referred to herein as "the Parties."

This Agreement, and the settlement embodied herein, shall be binding on Plaintiff, the Aggrieved Employees he represents, and Defendant, subject to the approval of the Court.

WHEREAS, on October 5, 2020, Plaintiff provided written notice to the Labor And Workforce Development Agency ("LWDA") and Defendant asserting a claim for civil penalties pursuant to the PAGA based on the alleged violations of the California Labor Code and related Wage Orders. A copy of the notice is attached hereto as **Exhibit 1** ("PAGA Notice").

WHEREAS on June 3, 2021, Plaintiff filed the Action in Riverside County Superior Court Case No. CVRI2102498.

WHEREAS on August 23, 2021, Plaintiff filed his First Amended Complaint in this Action, alleging a putative class action and a Representative PAGA claim with respect to the following causes of action: (1) Failure to Pay Wages Due and Owing (IWC Wage Order No. 1-2001 and Labor Code §§ 200, 201, 202, 203, 204, 210, 223, 226.7, 558, 1194, 1197, 1197.1 and 1198); (2) Failure to Pay Overtime Wages (IWC Wage Order No. 1-2001 and Labor Code §§ 223, 510, 558, 1194 and 1198); (3) Failure to Pay Minimum Wages (Cal. Lab. Code §558, 1182.12, 1194, 1194.2, 1 197, 1198); (4) Failure to Provide Uninterrupted Meal or Uninterrupted Rest Breaks (IWC Wage Order No. 1-2001 and Labor Code §§226.7, 512); (5) Failure to Pay Expenses (IWC Wage Order No. 1-2001 and Labor Code § 2802); (6) Failure to Provide Accurate Itemized Statements (IWC Wage Order No. 1-2001 and Labor Code § 226); (7) Failure to Pay All Wages Twice Each Month (Cal. Lab. Code §226 et. seq.); (8) Violation of the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §2698, et. seq.); and (9) Violation of the Unfair Competition Law (Business & Professions Code §§ 17200 et seq.). Plaintiff also asserted individual claims based upon the same alleged Labor Code and Industrial Welfare Orders that are the basis of the Representative PAGA Claim.

WHEREAS in response to Plaintiff's Counsel's discovery requests, Defendant provided information and documents pertaining to Plaintiff and other non-exempt employees to allow Plaintiff's Counsel to investigate Plaintiff's allegations and evaluate the value of the claims in the Action.

WHEREAS Plaintiff's former attorney, Solomon E. Gresen, notified the Parties on or about June 14, 2024, that he was asserting a lien for legal services. A copy of his letter is attached as **Exhibit 2**.

WHEREAS on October 21, 2024, Plaintiff requested that the Court dismiss the class claims, and on or about October 23, 2024, the Court entered an order dismissing the class claims leaving only the PAGA claim and individual claim to be litigated.

WHEREAS, on July 17, 2025, the Parties attended a mediation with experienced wage-and-hour mediator Michael Mandel. As a result, the Parties agreed to settle Plaintiff's Representative PAGA claim, taking into account all known facts and circumstances – including the difficulty of proving some of Plaintiff's claims, potential defenses asserted by Defendant, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues. The Parties also agreed to settle Plaintiff's individual claims.

WHEREAS, for purposes of this Settlement, the Aggrieved Employees are defined as: "All non-exempt employees who are or were employed by Defendant within the State of California between October 5, 2019 and the date the Court enters an order and judgment approving this settlement."

WHEREAS, for purposes of this Settlement, PAGA Period is defined as: "The period from October 5, 2019 through the date the Court enters an order and judgment approving this settlement."

WHEREAS, the Parties understand, acknowledge, and agree that this PAGA settlement constitutes a compromise of Plaintiff's Representative PAGA Claim and Plaintiff's individual claims, and that it is the desire and intention of the Parties to effect a final and complete resolution of the Representative PAGA Claim that Plaintiff and the Aggrieved Employees have against Defendant and Defendant's owners, shareholders, members, parent corporations or entities, sister corporations or entities, related and/or affiliated entities, subsidiaries, divisions, investors, partners, general partners, limited partners, directors, officers, employees, managers, supervisors, assigns, heirs, beneficiaries, predecessors, successors, attorneys, agents, and representatives, and all others related to them, and each of them (collectively, the "Released Parties"), and/or any other individual or entity that could be liable for the acts of omissions of Defendant or the Released Parties. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by Defendant or the Released Parties of any wrongdoing or liability. Specifically, Defendant and the Released Parties deny any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit and applicable PAGA Notice. Defendant and the Released Parties, among other things, contend that they have complied at all times with the California Labor Code and all applicable California laws.

WHEREAS, based on their own independent investigations and evaluations, Defendant and Plaintiff and their respective counsel are of the opinion that the amount and terms of the Settlement are fair, reasonable, and adequate and are in the best interests of the Plaintiff, the Aggrieved Employees, and Defendant in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, counsel for Plaintiff, Ernesto Guillen, and counsel for the Aggrieved Employees believe that the settlement amount entered into is in the best interests of the Aggrieved Employees and that the settlement for each Aggrieved Employee is fair, reasonable, and adequate, given the inherent risk of litigation.

WHEREAS, the Parties recognize that in accordance with Labor Code section 2699, Court approval is required in the event of a settlement of a PAGA action on a representative basis.

Therefore, in consideration of the promises and agreements contained herein, and to avoid the uncertainty, risks, costs, and delays associated with further litigation, the Parties agree and covenant as follows:

1. <u>**Effective Date**</u>. The effective date ("Effective Date") of this Agreement shall mean the following: (a) the date of service of notice of entry of the order approving this Agreement and the PAGA Settlement if no objections are filed to this settlement or if all objections are withdrawn prior to the Court ruling on them; or (b) sixty-one (61) days after the date of service of notice of entry of the settlement approval order if objections are filed and overruled and no appeal is taken from the order approving the settlement; or (c) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review.

2. <u>**PAGA Released Claims/Effect of Judgment on Aggrieved Employees and LWDA.**</u> The Parties agree and acknowledge that, to the maximum extent permitted by law, the final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the LWDA, including Plaintiff, the LWDA, and the Aggrieved Employees, with respect to the recovery of civil penalties under the California Private Attorneys General Act, against the "Released Parties" and/or any other individual or entity that could be liable for the acts or omissions of Defendant or the Released Parties. It is expressly understood and agreed that this settlement only includes a full release of the PAGA claim for violations of Labor Code §§ 200, 201, 202, 203, 204, 210, 223, 226, 226.7, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2802, as well as the applicable provisions of the Industrial Wage Orders, and for any other PAGA violations that could have been asserted in the action based on the factual assertions and legal assertions in the First Amended Complaint and/or PAGA Notice, attached as **Exhibit 1** (all of the foregoing are collectively referred to as Plaintiff's "Representative PAGA Claim").

3. <u>**General Release**</u>**.** General release means Plaintiff's irrevocable and unconditional release, acquittal, and discharge of the Released Parties and all persons and/or corporate entities acting through, under, on behalf of, or in concert with any of them, or any of them, from any and all PAGA Released Claims defined in Paragraph 2 and any and all of Plaintiff's existing individual claims, demands, suits, actions, causes of action, obligations, agreements, contracts, promises, liabilities, debts, compensation, damages, losses, costs, expenses, and attorneys' fees, of any and every kind, nature or character, known or unknown, suspected or unsuspected, actual or potential, absolute or contingent, pending or anticipated, including but not limited to those arising under any federal, state, or local law, regulation or ordinance, contract, quasi-contract, the common law, public policy, or any constitution, such as, without limitation, the California Constitution; the California Labor Code, including Labor Code section 132a; Family and Medical Leave Act; California Family Rights Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the California Fair Employment and Housing Act; the Private Attorneys General Act of 2004; Americans with Disabilities Act; Older Workers Benefit Protection Act; Age Discrimination in Employment Act; Consolidated

Omnibus Budget Reconciliation Act of 1985; Employee Retirement Income Security Act of 1974; Immigration Reform and Control Act; the Workers Adjustment and Retraining Notification Act; The Occupational Safety and Health Act; The Sarbanes-Oxley Act of 2002; The Fair Credit Reporting Act; the Equal Pay Act; The Genetic Information Nondiscrimination Act of 2008; Statutory Provision Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775; California Confidentiality of Medical Information Act; California Civil Code section 51 et seq.; Wage Orders of the California Industrial Welfare Commission; the California Code of Regulations; the California Business and Professions Code; Fair Labor Standards Act; and claims of intentional infliction of emotional distress; defamation and/or libel, or any other damage to reputation claims; breach of implied contract; breach of the covenant of good faith and fair dealing, as well as any other express or implied covenant; or any other statute or common law principle of similar effect, known or unknown, which Plaintiff now has, owns, or holds, or claims to have, own or hold, or which Plaintiff at any time heretofore had, owned, or held, or claimed to have, own, or hold or which Plaintiff at any time hereinafter may have, own, or hold, or claim to have, own, or hold, against each or any of the Released Parties, arising from acts, events, or circumstances occurring on or before the effective date of this Agreement. This shall not affect Plaintiff's workers' compensation claims and unemployment benefits, if any. Plaintiff's worker's compensation claims and any other claims which cannot be released by law are not released by this Agreement. With respect to claims released in this Section, Plaintiff expressly waives the benefits of California Civil Code section 1542. Civil Code section 1542 provides:

> <u>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.</u>

Notwithstanding the provisions of section 1542, and for the purpose of implementing a complete release and discharge of the claims in the General Release, Plaintiff expressly acknowledges that this Agreement is intended to include in its effect all claims he does not know of or suspect to exist in their favor at the time of execution hereof and that this Agreement contemplates the extinguishment of all such claims.

4. **<u>Notice to LWDA</u>**. The Parties shall submit to the LWDA a copy of this Agreement at the same time that the Parties submit it to the Court for approval.

5. **<u>Gross Settlement Amount</u>**. Defendant agrees to pay, in accordance with the terms set forth herein, the total sum of $150,000.00 (the "Gross Settlement Amount") in full settlement of the Lawsuits. The Gross Settlement Amount will be allocated as follows:

a. Plaintiff and PAGA Counsel's attorneys' fees and costs request of up to 1/3% of the Gross Settlement Amount ($50,000.00) ("PAGA Counsel's Fees") and PAGA Counsel's separate request for reasonable litigation costs incurred in this matter ("PAGA Counsel's Costs") not to exceed $5,000.00. Defendant will not oppose these requests. To the extent that the Court approves less than the amount of attorney's fees and costs that PAGA Counsel requests, any reduced amount shall be allocated to the settlement fund for the Aggrieved Employees. As detailed in Paragraph 11, the attorney's fees will be allocated between Plaintiff's current and former counsel.

b. Administration costs estimated not to exceed $3,000.00 to be paid to the Settlement Administrator ("Administration Costs").

c. In exchange for Plaintiff's release of all claims defined in Paragraph 3 of this Agreement (General Release), and in addition to his individual PAGA settlement allocation as an Aggrieved Employee, $10,000.00 will be paid to Plaintiff as a General Release Payment ("General Release Payments") for his efforts in bringing and prosecuting this Lawsuit and for general release of all potential claims against Defendant as defined in Paragraph 3, including his individual claims.

d. The remainder of the Gross Settlement Amount (the "PAGA Fund") after deducting items (a), (b) and (c) is approximately $82,000, and shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75% paid to the LWDA (the "LWDA PAGA Portion") and 25% paid to the Aggrieved Employees (the "Aggrieved Employees' PAGA Portion") on a pro-rata basis as set forth in Paragraph 6 below.

6. **<u>Allocation and Calculation of the PAGA Penalties</u>**. Each Aggrieved Employee shall receive a portion of the PAGA Penalties on a pro-rata basis. Defendant will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the PAGA Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee's payment from the Aggrieved Employees' PAGA Portion, Defendant will use the following formula: Settlement Payment = Aggrieved Employees' PAGA Portion × [Pay Periods Worked by Individual Aggrieved Employee during the PAGA Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the PAGA Period].

7. **<u>Escalator Clause</u>:** Defendant estimates the PAGA Group represents approximately 29,916 pay periods and this estimate serves as the basis for Plaintiff accepting the settlement. Should the number of pay periods increase by more than 20%, the Gross Settlement Amount will increase proportionately (*i.e.* meaning if the pay periods increase by 21% the settlement will increase by 1%).

8. **<u>Tax Treatment of Settlement Amounts</u>**. With regard to settlement payments to Aggrieved Employees, IRS Form 1099s will be issued by the Settlement Administrator, if applicable. IRS Form 1099s are used for payments of miscellaneous income that is not considered wages, such as the penalty payments at issue in this Settlement. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff acknowledges that he has obtained no tax advice from Defendant and that neither Defendant nor its attorneys have made any representation concerning the tax consequences, if any, of the Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement. To the extent that this Settlement or any of its attachments are interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant, their counsel and Plaintiff's and the Aggrieved Employees' counsel are not responsible for any employee tax obligations regarding the allocation of the settlement payments. Payment of the portion allocated to PAGA Counsel's fees and costs will be reflected in a Form 1099 to PAGA Counsel, who shall assume full responsibility and liability for the payment of taxes due on such payments.

9. **Circular 230 Disclaimer**. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

10. **PAGA Settlement Payment Procedures.**

a. Within 10 business days of the Effective Date, Defendant shall deposit the Gross Settlement Amount or $150,000.00 with the Settlement Administrator. Within 10 business days of the Effective Date, Defendant shall also provide the Settlement Administrator with a list of all Aggrieved Employees with each listed employee's full name, last known mailing address, social security number, the actual number of pay periods in the PAGA period. The Settlement Administrator shall run all the addresses of Aggrieved Employees through the United States Postal Service NCOA database to obtain current address information.

Within 20 calendar days from the date the Gross Settlement Amount has been deposited with the Settlement Administrator, the Settlement Administrator shall:

i. Remit a total of Twenty-Five percent (25%) of the PAGA Fund to the Aggrieved Employees. Aggrieved Employees shall not be required to make claims, but shall simply be delivered a check for their share of the PAGA settlement. The payment checks shall be sent to each Aggrieved Employee by U.S. First Class mail to the Aggrieved Employee's address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. It will be conclusively presumed that an Aggrieved Employee's Individual Settlement Payment check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check. All uncashed settlement checks shall be sent to the California State Controller's Unclaimed Property division.

ii. Remit a total of Seventy-Five percent (75%) of the PAGA Fund to the LWDA.

iii. Remit PAGA Counsel's fees and costs, as approved by the Court.

iv. Remit General Release Payments to Plaintiffs, as approved by the Court.

v. Remit payment to itself for services as Settlement Administrator, as approved by the Court.

b. Settlement Checks issued to Aggrieved Employees pursuant to this Agreement will expire one hundred and eighty (180) days from the date they are mailed by the Settlement Administrator. All money represented by uncashed settlement checks shall be sent to the California State Controller's Unclaimed Property division in the name of the individual(s) who did not negotiate a settlement check during the negotiation period.

c. Neither Defendant nor Plaintiff shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

11. Solomon Gresen is a signatory to this Agreement. The parties agree that pursuant to the attorney's fees lien he has asserted, RGLawyers, LLP will receive a total of 28% of the attorney's fees award. This is a final agreement and inclusive of any other fees and related liabilities. Payment of the attorney's fees will be made in two separate payments. One to the trust account of Lexicon Law in the amount of 72% of the attorney's fees award, and the other to the trust account of RGLawyers, LLP in the amount of 28% of the attorney's fees award. The parties and RGLawyers and its agent Solomon Gresen agree that this payment will satisfy the attorney's fees lien and extinguish it.

12. **Settlement Administrator**. As set forth in Paragraph 10, the Settlement Administrator shall be responsible for sending notices, calculating settlement payments, preparing all checks and mailings, and complying with all requirements set forth in Paragraph 10. As noted above, the costs of the Settlement Administrator shall be paid out of the Gross Settlement Amount, and the Parties agree to use ILYM Group, Inc. administrators as Settlement Administrator.

13. **Duties of the Parties Related to Approval**. Promptly upon execution of this Settlement, Plaintiff shall apply to the Riverside County Superior Court, by way of motion or joint stipulation by the Parties, for approval of the proposed Settlement and for the entry of an order approving this Settlement as required by Labor Code section 2699. The Motion or Approval Stipulation will request Court approval of the following: (1) the terms of this Agreement, (2) the amount of fees and costs to counsel for Plaintiffs' and the Aggrieved Employees, and (3) Final Judgment. In conjunction with the Approval Stipulation or Motion for Approval, Plaintiff shall submit a proposed Final Judgment requesting the entry of judgment.

14. **Interim Stay of Proceedings.** The Parties agree to refrain from further litigation of this matter, except such proceedings necessary to implement and obtain entry of the Final Order granting final approval of the terms of the Agreement.

15. **Invalid without Court Approval**. In the event this Settlement Agreement is not approved by the Court, it shall be deemed null and void, of no force and effect, and of no probative or evidentiary value, and the Parties hereto represent, warrant, and covenant that it will not be used or referred to for any purpose whatsoever. In the event that the Agreement does not become final for any reason, this Agreement shall be null and void and any order entered by the Court in furtherance thereof shall be treated as void ab initio. In such a case, the Parties shall return to the status quo as if they had not entered into this Settlement Agreement. The Settlement Administrator will be paid by Defendant for its costs through the date it is notified that the Settlement will not proceed.

16. **Non-Admission of Wrongdoing**. The Parties agree that this Agreement does not constitute an admission by Defendants or any Released Party, of any of the matters alleged in the Lawsuit or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiff, Defendant or the Released Parties, or the Released Parties' parents, subsidiaries, divisions, affiliated corporations, trustees, directors, officers, shareholders, agents, attorneys, insurers, or employees.

17. **Nondisclosure and Nonpublication**. Plaintiff agrees not to publicize the Agreement, the fact of the Agreement, its terms or contents, or the negotiations underlying the Agreement, in any manner or form, directly or indirectly, to any person or entity, beyond filing the Agreement with the Court and submitting a copy to the LWDA. In response to any inquiries Plaintiff will state that "the case was resolved and it was resolved confidentially." Plaintiff's counsel shall not report the Agreement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or Aggrieved Employees on their website, and shall not contact any reporters or media regarding the Agreement. However, Plaintiff's counsel is authorized to make a limited disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement. Plaintiff's counsel may list the case name and number and a description of the allegations in their qualifications as counsel in other cases.

18. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

19. Enforcement. The Parties agree that following entry of the Final Judgment, this Settlement Agreement shall be enforceable by the Court and the Court shall retain exclusive and continuing jurisdiction of the Lawsuits over all parties and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Settlement Agreement. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.

20. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either Party. This is a fully integrated agreement. No other promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by the Parties.

21. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Settlement Agreement that can be given effect without the invalid provisions or application, and to this end, the provisions of this Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

22. No Construction Against the Drafter. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

23. Choice of Law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

24. Counterparts. This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

25. Cooperation. Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

Dated: 10/06, 2025

Ernesto Guillen

Plaintiff Ernesto Guillen

Dated: ____________, 2025

Defendant Columbia Aluminum Products, LLC
By: Drew Mumford Sr.
Its: President/CEO

APPROVED AS TO FORM AND ~~CONTENT~~:

Dated: October 2, 2025

LEXICON LAW, PC

John Habashy
Jack Risemberg
Attorneys for Plaintiff Ernesto Guillen, and Aggrieved Employees

Dated: 9/30, 2025

RGLawyers, LLP

Solomon Gresen
Former Attorneys for Plaintiff Ernesto Guillen, and Aggrieved Employees

Dated: ____________, 2025

CALLAHAN & BLAINE, PC

Scott Nelson
Michael Sachs
Attorneys for Defendant Columbia Aluminum Products, LLC

all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

Dated: ____________, 2025

____
Plaintiff Ernesto Guillen

Dated: 10/7, 2025

____
Defendant Columbia Aluminum Products, LLC
By: Drew Mumford Sr.
Its: President/CEO

APPROVED AS TO FORM AND CONTENT:

Dated: ____________, 2025

LEXICON LAW, PC

____
John Habashy
Jack Risemberg
Attorneys for Plaintiff Ernesto Guillen, and Aggrieved Employees

Dated: ____________, 2025

RGLawyers, LLP

____
Solomon Gresen
Former Attorneys for Plaintiff Ernesto Guillen, and Aggrieved Employees

Dated: October 8, 2025

CALLAHAN & BLAINE, PC

Scott Nelson
____
Scott Nelson
Michael Sachs
Attorneys for Defendant Columbia Aluminum Products, LLC

EXHIBIT “1”

LEXICON LAW

October 5, 2020

California Labor & Workforce Development Agency **<u>Sent via Online Portal</u>**
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

<u>Employer's Addresses:</u>

Columbia Aluminum Products, LLC **<u>Sent via Certified Mail</u>**
2565 Sampson Ave.
Corona, CA 92879

Columbia Aluminum Products, LLC **<u>Sent via Certified Mail</u>**
c/o Drew Donald Mumford Sr., President
29 Overlook Dr.
Newport Beach, CA 92657

RE: <u>Labor Code Violations</u>
<u>Notice of Claim Seeking Penalties Under Labor Code § 2698, et seq.</u>

To Whom It May Concern:

Please be advised that RG Lawyers, LLP and Lexicon Law, PC have been retained by Ernesto Guillen (hereinafter, "Mr. Guillen") to protect his rights and interests in his employment. Pursuant to Labor Code Private Attorneys General Act of 2004 (the "PAGA"), Labor Code Section 2698 et seq., and in accordance with the requirements of Labor Code section 2699.3(a)(1), this letter shall constitute the written notice of intent to seek penalties under Labor Code section 2699. This letter sets forth the specific provisions of the Labor Code alleged to have been violated by the above listed persons and companies regarding Mr. Guillen and other similarly situated and nonexempt employees, including the facts and theories to support the alleged violations.

Columbia Aluminum Products, LLC ("Columbia") is and was the corporation responsible for the operation of manufacturing facilities, warehouses and stores featuring a range of aluminum products fabricated by Columbia for the building industry, including the manufacturing facility and warehouse located in Corona, California. Drew D. Mumford, Sr., is and was the owner, operator, manager, supervisor, or otherwise an agent of Columbia Aluminum Products, LLC, and who was responsible for carrying out the directions, HR policies, practices and procedures that Columbia Aluminum Products, LLC would use for their employees ("Columbia Aluminum Products, LLC, ", "Drew Donald Mumford, Sr." are collectively referred to as "Defendants").

633 W 5th ST, 28th Floor, Los Angeles, CA 90071 TEL: 213-223-5900 FAX: 888-373-2107

Mr. Guillen and the other aggrieved employees were and are employees of warehouse and manufacturing facilities operated by Columbia Aluminum Products, LLC. During their employment, Mr. Guillen and the other aggrieved employees worked more than eight (8) hours per day and forty (40) hours per week without receiving overtime and double wages. Further, Mr. Guillen and the other aggrieved employees worked without receiving an uninterrupted meal period every five (5) hours worked, and without receiving an uninterrupted rest period every four (4) hours worked. Mr. Guillen and the other aggrieved employees were not provided all wages earned and unpaid at the time of their discharge, and were denied minimum wages, straight wages, overtime and double time. Lastly, Mr. Guillen and the other aggrieved employees were not provided with accurate itemized statements reflecting all wages earned, and were not reimbursed for job related expenses.

Mr. Guillen is, therefore an "aggrieved employee" as defined in California Labor Code section 2699, subdivision (a) and brings this complaint under the PAGA on behalf of himself and all other non-exempt Employees. In engaging in the conduct as described above, the Defendants have violated, and continues to violate, provisions of Labor Code and wage orders promulgated by the Industrial Welfare Commission ("IWC Wage Order 1-2001") including, but not limited to the following:

Unlawful Failure to Pay Overtime

Defendants has failed to maintain a policy that compensates their nonexempt employees for all hours worked, including overtime. Specifically, Defendants only pays their aggrieved employees a flat rate for all hours worked. Mr. Guillen and the other aggrieved employees work over eight (8) hours per day and forty (40) hours per week, seven (7) days a week, but are not paid one and one-half their regular rate of pay for overtime work or double time for all hours over eight (8) per day and all hours on the seventh consecutive day of work. As a result of violations of California Labor Code 10, 1194, and Industrial Welfare Commission Wage Order 1-2001 for failure to pay overtime and double time, Defendants are liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 et seq.

Unlawful Failure to Provide Unpaid Balance of Full Amount of Overtime Compensation

As described above, Defendants have required Mr. Guillen and the other aggrieved employees to work hours in excess of eight (8) hours a day and/or in excess of forty (40) hours per week, and/or seven (7) days per week, and were not paid all wages earned at the time of discharge. Thus, employees have been denied "the unpaid balance of the full amount of this… overtime compensation" as required by California Labor Code § 1194, and Defendants are liable for civil penalties pursuant to California Labor Code § 2698 et seq.

Unlawful Failure to Pay Minimum Wage

Defendants have failed to maintain a policy that compensates their employees an amount of equal to or greater that the minimum wage for all hours worked, as required by California Labor Code § § 1194, 1197, 1197.1 and Industrial Welfare Commission Wage Order 1-2001. All hours must be paid at

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the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation. As a result of violations of California Labor Code § § 1194,1197,1197.1 and Industrial Welfare Commission Wage Order 1-2001 for failure to pay minimum wage, Mr. Guillen and other similarly situated individuals are entitled to liquidated damages and Defendants are also liable for civil penalties pursuant to California Labor Code § 558, 1197, 1197.1, and 2698 et seq.

Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods

Defendants have failed to maintain a policy that provides their nonexempt employees with off-duty meal periods as required by California law. Mr. Guillen and similarly situated nonexempt employees regularly worked in excess of twelve (12) hours a day without being provided a first meal period in the first five hours and a second meal period at or around the tenth hours as required by Labor Code §§ 226.7, 512, and Wage Order 1-2001. Defendants also failed to pay the aggrieved employees the premium compensation mandated by Labor §226.7(B) for these missed meal periods. As a result of violation of Wage Order 1-2001 California Labor Code §§226.7and 512, Defendants are liable for civil penalties pursuant to California Labor Code §§558 and 2698 et seq.

Unlawful Failure to Provide Uninterrupted Off-Duty Rest Periods

Defendants have failed to maintain a policy that provides Mr. Guillen and the other aggrieved employees with off-duty rest periods as required by California law. Mr. Guillen and the other aggrieved employees worked five (5) or more hours without being provided at least a ten-minute rest period every four (4) hours, in which they were relieved of all duties, as required by Labor Code §226.7, 512 and Wage Order 1-2001. Defendants failed to pay Mr. Guillen and similarly situated employees the premium compensation mandated by Labor Code § 226.7(b) for these missed rest periods. As a result of violations of California Labor Code §§ 226.7, 512 and Wage Order 1-2001, Defendants are liable for civil penalties pursuant to California Labor Code §§558 and 2698 et seq.

Unlawful Failure to Furnish Accurate Wage Statements

Defendants have violated California Labor Code § 226(a) by willfully failing to furnish their nonexempt employees with accurate, itemized wage statements showing the actual hours worked on a daily basis. When Defendants compensated Mr. Guillen and other similarly situated individuals they failed to provide compensation for overtime, missed meal and rest periods, and necessary expenditures or losses incurred during the course of employment. As a result of violations of California Labor Code § 226(a), Defendants are liable for civil penalties pursuant to California Labor Code §§ 226.3 and 2698 et seq.

Unlawful Failure to Keep Accurate Payroll Records of Daily Hours Worked

Defendants have failed to keep payroll records accurately showing the wages paid to employees. Under California Labor § 1174 (d), employers must keep "payroll records showing the hours worked daily by and the wages paid to employees […]." Because Defendants did not keep accurate time records

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reflecting hours worked, they are liable for civil penalties pursuant to California Labor Code § 2698 et seq. To the extent that Defendants' failure to keep accurate payroll records was willful, they are liable for civil penalties under California Labor Code § 1174.5.

Unlawful Violation of California Labor Code§ 1199

Under California Labor Code §§ 1199(a) and (c) and 2699.5 et seq., an employer who "requires or causes an employee to work for longer hours that those fixed" or "violates or refuses or neglects to comply with any provision of the Labor Code Regarding employees' wages, hours and working conditions," is subject to PAGA penalties. As described above, Defendants have required their nonexempt employees to work hours in excess of eight (8) hours in a day and forty (40) in a week (thereby violating § 1199(a)) and has violated numerous provisions of the Labor Code pertaining to employee wages and hours (thereby violating§ 1199(b)). Accordingly, Defendants are liable for civil penalties pursuant to California Labor Code§ 2698 et seq.

Unlawful Failure to Pay All Wages Twice Each Calendar Month

Defendants have failed to compensate Mr. Guillen and other similarly situated employees for wages due for all missed meal periods. Accordingly, Defendants violated California Labor Code§ 204(a), which requires that employers pay "all wages[. . .] twice during each calendar month on days designated in advance by the employer as the regular paydays "(emphasis added). As a result, Defendants are liable for civil penalties pursuant to California Labor Code§ 2698 et seq.

Failure to Enforce Maximum Hours of Work

Additionally, because Defendants failed to enforce the maximum hours of work fixed by the Industrial Welfare Commission with respect to Mr. Guillen and other similarly situated employees as required by California Labor Code§ 1198, Defendants are liable for civil penalties pursuant to California Labor Code§ 2698 et seq.

Unlawful Failure to Pay Wages Due Upon Termination

Defendants have violated California Labor Code§§ 201 and 202 by willfully failing to pay all compensation due and owing to all former Mr. Guillen and the other aggrieved employees at the time employment was terminated. Defendants willfully failed to pay their nonexempt employees who are no longer employed by them all compensation due upon termination of employment as required under California Labor Code§§ 201 and 202. Pursuant to §§ 203 and 256 of the Labor Code, Mr. Guillen and the other aggrieved employees and similarly situated individuals are also entitled to recover up to thirty (30) days of wages due to Defendants' "willful" failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code. Additionally, because Defendants violated California Labor Code §§ 201, 201 and 203 of the Labor Code, Defendants are liable for civil penalties pursuant to California Labor Code § 2698 at seq.

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Unlawful Failure to Compensate Pay Job Related Expenses

Defendants have violated California Labor Code § 2802, by willfully failing to compensate Mr. Guillen and the other aggrieved employees for all expenses incurred as a result of their employment. Defendants willfully failed to reimburse their nonexempt employees for work related expenses as required by California Labor Code § 2802. Pursuant to §§200, 203, 218.5, 226, 226.7, 512, 1194, 1198 and 2802 of the Labor Code, Mr. Guillen and the other aggrieved employees and similarly situated individuals are also entitled to recover nonpayment of expenses for Defendants' "willful" failure to comply with the statutory requirements of sections 2802 of the Labor Code. Additionally, because Defendants violated California Labor Code § 2802 of the Labor Code, Defendants are liable for civil penalties pursuant to California Labor Code § 2698 at seq.

Conclusion and Notification

Defendants have violated or has caused to be violated a number of California wage and hour laws, the facts of which are described in detail above. Mr. Guillen requests the agency investigate the above allegations and provide notice of the allegations pursuant to PAGA's provisions. Alternatively, Mr. Guillen requests the agency inform him if it does not intend to investigate these violations so that he may file a lawsuit which includes the violations discussed in this letter.

Very truly yours,

Tiffany Buda

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EXHIBIT “2”

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June 14, 2024

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RE: Ernesto Guillen v Columbia Aluminum Products, LLC
VCSC Case No.: CIVRI210498.

Dear Gentlemen:

Please be advised that our office is asserting a lien for legal services rendered in the above-entitled matter on any monies paid to the above-named plaintiff. California law provides that a written lien is enforceable upon settlement and that once given is irrevocable. Our office possesses a written lien for the services rendered to our former client.

We have incurred attorney's fees, incurred costs, and advanced costs in this matter. Pursuant to *Siciliano v. Fireman's Fund Insurance Co.,* (1976) 62 Cal.App.3d 745; *Felvey v. Chamvers,* 199 Cal.App.2d 457; and *Fracasse v. Brent* 6 Cal.3d 784, 100 Cal.Rptr 385, which establish the validity of such liens and the duties of the parties and defense attorneys with respect thereto. *City and County of San Francisco v. Robert J Sweet* (1995) 12 Cal.4th 105, 906, P.2d 1196.

Pursuant to *Siciliano v. Fireman's Fund Insurance Co.,* (1976) 62 Cal.App.3d 745, ROLawyers must appear on any draft, check, or money order payable to the plaintiff in this case. Failure to do so will subject the parties and their principal and their attorney to liability for the lien.

Should you have any questions or concerns regarding compliance with the above request, please feel free to contact our office.

Very Truly yours,

RGLAWYERS

____

Solomon E. Gresen