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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JAVIER SANTIAGO, individually, and on
behalf of all others similarly
situated,

Plaintiff,

v.

CAL TECH PRECISION, INC. a California
corporation; and DOES 1 through 10, inclusive,

Defendant.

Case No.: 30-2021-01195725-CU-OE-CXC

CLASS ACTION

[Assigned for all purposes to: Hon. David A.
Hoffer, Dept. CX-103]

**DECLARATION OF BENJAMIN H.
HABER IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: July 11, 2025

Time: 10:00 a.m.

Dept: CX-103

Complaint filed: April 15, 2021

FAC filed: August 15, 2023

Trial date: Not set

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1. I am admitted, in good standing, to practice as an attorney in the State of California, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiff Javier Santiago (“Plaintiff”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.¹

3. The Parties have met and conferred and agreed to amend the Settlement with respect to all of the requested changes from the October 25, 2025 tentative ruling, except for the allocation of the settlement payment between wages and non-wages for tax purposes, which the Parties prefer to maintain at 75% allocated to non-wages and 25% allocated to wages. In its October 25, 2025 tentative ruling, this Court invited an explanation as to why the wage portion of the Settlement payment could not be increased to 33 1/3%. Despite the Parties ongoing discussions and negotiations related to this issue, Defendant has remained steadfast in maintaining the agreed-upon allocations between wages and non-wages. Defendant contends that its analysis showed a much higher evaluation and probability for success on the claims for penalties and unpaid reimbursements, both of which would be categorized on “non-wages,” than on the wage claims. Accordingly, Defendant put more weight on the value of the non-wage claims during negotiations than the valuation Plaintiff conveyed regarding the non-wage claim in its previous *Kullar* analysis.

DECLARATION OF BENJAMINH. HABER IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT	1	E
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Moreover, the *Kullar* analysis previously submitted by Plaintiff did not include potential attorney's fees and litigation costs stemming from the case, which would appropriately be classified as "non-wages" for purposes of the settlement allocations. The Parties prefer to maintain the current allocation between 75% of the settlement allocated to non-wages and 25% allocated to 25%. The Parties are willing to further address these issues with the Court at the hearing if requested.

4. The Parties have agreed upon and executed an Addendum to the Class Action and PAGA Settlement Agreement and Class Notice ("Addendum") through their counsel to confirm the changes made to the Settlement Agreement and Class Notice pursuant to the Court's tentative ruling. A true and correct copy of the executed Addendum to the Class Action and PAGA Settlement Agreement is attached hereto as **Exhibit A**.

5. Additionally, due to the minor changes to the class notice and the addition of the Request for Exclusion Form and Workweek Dispute Form, the class notice has been modified accordingly. A true and correct copy of the red-lined version of the amended Class Notice is attached hereto as **Exhibit B** and a true and correct of the clean version of the amended Class Notice is attached hereto as **Exhibit C**.

6. The Parties agreed on and have included a Request for Exclusion Form. A true and correct copy of the Request for Exclusion Form is attached hereto as **Exhibit D**.

7. The Parties agreed on and have included a Workweek Dispute Form. A true and correct copy of the Workweek Dispute Form is attached hereto as **Exhibit E**.

8. A true and correct copy of Plaintiff's April 15, 2021 LWDA letter is attached hereto as as **Exhibit F**. This letter was previously provided to the LWDA and to Defendant.

9. Plaintiff is unable to provide the Court with estimated high and low payments to the Class Members, but will be able to do so when he moves for final approval of the proposed settlement.

10. Plaintiff proposes a Final Approval Hearing take place in or shortly after November 2025.

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1 I declare under penalty of perjury under the laws of the State of California and the United
2 States that the foregoing is true and correct.

3 Executed on July 9, 2025, at Los Angeles, California.

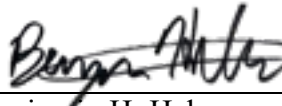
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5 
6 Benjamin H. Haber

EXHIBIT A

ADDENDUM TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICESETTLEMENT

To comply with the Court’s tentative order for preliminary approval, this addendum (“Addendum”) amends specific provisions of the Class Action and PAGA Settlement Agreement (“Agreement”) between Javier Santiago (“Plaintiff”) and Defendant Cal Tech Precision, Inc. (“Cal Tech Precision”) in the matter of *Santiago v. Cal Tech Precision, Inc.*, Case No. 30-2021-01195725-CU-OE-CXC. All other terms of the Agreement remain as stated.

1. In order to address the Court’s concerns regarding the class release in light *Amaro vs. Anaheim Arena Management, LLC* (2021) 69 Cal. App. 5th 521, 537-38, the Parties agree to modify the Agreement as follows:

A. Paragraph 6.2 of the Agreement is amended to:

Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including any and all claims for: (1) failure to pay minimum and straight time wages (Cal. Lab. Code §§ 204, 1194, 1194.2 and 1997); (2) failure to pay overtime wages (Cal. Lab. Code §§ 1194 and 1198); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Cal. Lab. Code § 226.7); (5) failure to timely pay final wages at termination (Cal. Lab. Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); (7) failure to indemnify expenditures (Cal. Lab. Code § 2802); and (8) violation of California’s Unfair Competition Law, California Business and Professions Code §§ 17200, et seq. Except as set forth in Section 6.3 of this 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, workers’ compensation, or claims based on facts occurring outside the Class Period.

B. Paragraph 6.3 of the Agreement is amended to:

Release by PAGA Representative and Aggrieved Employees: In his capacity as a private attorney general “aggrieved employee” acting on behalf of himself, the State of California and the Aggrieved Employees (collectively, “PAGA Releasers”), and in consideration of the PAGA Penalties, Plaintiff, on behalf of the PAGA Releasers, releases the Released Parties from any and all PAGA Released Claims (defined below) that arose during the PAGA Period. All Aggrieved Employees, whether they are Participating Class Members or Non-Participating Class Members, 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 or the PAGA Notice, including any and all claims for: (1) violations of Labor Code § 2802 and applicable Wage Orders for failing to indemnify employees for expenditures; (2) violations of Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages; (3) violations of Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods; (4) Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods; (5) violations of Labor Code § 204 by failing to pay all earned wages two times per month; (6) violations of California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed; (7) violations of Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination; and (8) violations of Labor Code § 226 by failing to provide accurate itemized wage statements (the “PAGA Released Claims”).

- C. Sections 3.9 and 3.10 of the Class Notice are amended pursuant to Exhibit 1 attached herein.
- 2. In order to clarify that the Court will resolve any workweek dispute not otherwise resolved by the Administrator and the Parties, the Parties have agreed to modify the Agreement as follows:

- A. Paragraph 8.5 of the Agreement is amended to:

Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and the Administrator’s determination to the challenges. However, in the event the parties are unable to resolve a dispute regarding the allocation of Workweeks and/or PAGA Pay Periods, the Court will ultimately resolve such dispute.

- B. Paragraph 8.7.4 of the Agreement is amended to:

Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make decisions consistent with the terms of this

Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. However, the Court will resolve any Workweek and/or PAGA Pay Period dispute not otherwise resolved between the Administrator and the Class Member.

- C. Section 4.3 of the Class Notice is amended pursuant to Exhibit 1 attached herein.
- 3. In order to update the information for Plaintiff's Counsel and Cal Tech Precision's counsel, the Parties agree to modify the Agreement as follows:
 - A. Paragraph 1.7 of the Agreement as follows:

“Class Counsel” means Benjamin Haber, Daniel Kramer, and Alan Wilcox of Wilshire Law Firm, PLC.
 - B. Paragraph 1.19 of the Agreement as follows:

“Defense Counsel” means Damian M. Moos of Scopelitis Garvin Light Hanson & Feary.
 - C. Paragraph 13.17 of the Agreement that begins with “To Plaintiff” as follows:

Benjamin Haber, Esq.
Daniel Kramer, Esq.
Alan Wilcox, Esq.
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 784-3830
Facsimile: (213) 381-9989
benjamin.haber@wilshirelawfirm.com
daniel.kramer@wilshirelawfirm.com
alan.wilcox@wilshirelawfirm.com
 - D. Paragraph 13.17 of the Agreement that begins with “To Cal Tech Precision” as follows:

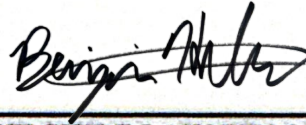
Damian M. Moos, Esq.
SCOPELITIS GARVIN LIGHT HANSON & FEARY
100 Spectrum Center Drive, Suite 900
Irvine, CA 92618
Telephone: (949) 800-8601
dmoos@scopelitis.com
- 4. The revised Class Notice, which is attached hereto as Exhibit 1, is amended as follows:

- A. Section 3.4 of the Class Notice is amended as addressed above;
 - B. Sections 3.9 and 3.10 of the Class Notice are amended as addressed above;
 - C. Section 4.3 of the Class Notice is amended as addressed above;
 - D. The page numbers for the Class Notice begin on page “1”;
 - E. The blank dates on the first page of the Class Notice are replaced with August 22, 2022;
 - F. In Section 3.1 of the Class Notice, the sentence “Assuming the Court grants Final Approval, Cal Tech Precision will fund the Gross Settlement no later than November 15, 2023” is removed;
 - G. In Section 3.10 of the Class Notice, the phrase “will be barred from asserting PAGA claims against Cal Tech Precision” is changed to “will be barred from asserting PAGA claims released under the Settlement”;
 - H. The contact information for Plaintiff’s counsel is amended; and
 - I. A separate Workweek Dispute Form is now included and referenced in the Class Notice.
5. Pursuant to Sections 13.5 and 13.9 of the Agreement, Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Cal Tech Precision, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
6. This Addendum may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Addendum shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Addendum.

[Intentionally left blank]

REVIEWED AND AGREED.

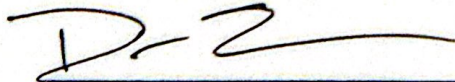
Dated: 7/9/2025



WILSHIRE LAW FIRM PLC
Benjamin H. Haber
Daniel J. Kramer
Alan Wilcox

Attorneys for Plaintiff

Dated: 7/9/25



SCOPELITIS GARVIN LIGHT HANSON &
FEARY
Damian M. Moos

Attorneys for Defendant

4904-4040-2257, v. 1

EXHIBIT B

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

Javier Santiago v. Cal Tech Precision, Inc., Orange County Superior Court case no. 30-2021-01195725-CU-OE-CXC

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against defendant Cal Tech Precision, Inc. (defendant is referred to as "Cal Tech Precision") for alleged wage and hour violations. The Action was filed by a former Cal Tech Precision employee, Javier Santiago ("Plaintiff"), and seeks payment of (1) back wages, civil penalties and other relief for a class of hourly-paid or non-exempt employees ("Class Members") who worked for Cal Tech Precision in California during the Class Period (April 15, 2017 to [August 22, 2022](#)^[insert date]); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly-paid or non-exempt employees who worked for Cal Tech Precision in California during the PAGA Period (April 15, 2020 to [August 22, 2022](#)^[insert]) ("Aggrieved Employees").

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

Based on Cal Tech Precision's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. 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 Cal Tech Precision'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 Cal Tech Precision's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. Each pay period at Cal Tech Precision during the PAGA Period included two workweeks. If you believe that you worked more workweeks during the Class period, or more pay periods during the PAGA period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Cal Tech Precision to make payments under the Settlement and requires Class

Members and Aggrieved Employees to give up their rights to assert certain claims against Cal Tech Precision.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Cal Tech Precision.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by [completing and](#) submitting the ~~enclosed written~~ Request for Exclusion ~~Form or otherwise notifying to~~ the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Cal Tech Precision. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Cal Tech Precision that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by completing and sending the enclosed Request for Exclusion Form to the Administrator ~~a written Request for Exclusion~~. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Cal Tech Precision must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement.

to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [date]	The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and PAGA Pay Periods you worked, according to Cal Tech Precision's records, is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by submitting the Workweek and Pay Period Dispute Form to the Administrator by [date] . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Cal Tech Precision employee. The Action accuses Cal Tech Precision of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, failing to reimburse expenditures, and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: [Justin F. Marquez](#), Benjamin H. Haber, [Daniel J. Kramer](#), and [Arrash T. Fattahi](#) of Wilshire Law Firm, PLC ("Class Counsel.")

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

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

So far, the Court has made no determination whether Cal Tech Precision or Plaintiff is correct on the merits. In the meantime, Plaintiff and Cal Tech Precision hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle

the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Cal Tech Precision have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Cal Tech Precision does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Cal Tech Precision has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Cal Tech Precision Will Pay \$350,000 as the Gross Settlement Amount (Gross Settlement). Cal Tech Precision has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). ~~Assuming the Court grants Final Approval, Cal Tech Precision will fund the Gross Settlement no later than November 15, 2023.~~ The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$116,666.67 (33 1/3% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$15,000 to the Administrator for services administering the Settlement.

- D. Up to \$10,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Cal Tech Precision are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages (“Wage Portion”) and 75% to penalties and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Cal Tech Precision will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization, Orange County Public Law Center, 601 W. Civic Center Dr., Santa Ana, CA 92701 (“Cy Pres Beneficiary”).
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator by completing and submitting the Request for Exclusion Form to the Administrator in writing, not later than [date], that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Cal Tech Precision.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Cal Tech Precision have agreed that, in either case, the Settlement will be void: Cal Tech Precision will not pay any money and Class Members will not release any claims against Cal Tech Precision.
8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. On the date the Court enters Judgment, or after the resolution of any and all appeals if any Participating Class Members object to the proposed Settlement or the Judgment, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Cal Tech Precision or related entities for claims based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint ~~or ascertained in the course of the Action~~, including any and all claims for: (1) failure to pay minimum and straight time wages (Cal. Lab. Code §§ 204, 1194, 1194.2 and 1997); (2) failure to pay overtime wages (Cal. Lab. Code §§ 1194 and 1198); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Cal. Lab. Code § 226.7); (5) failure to timely pay final wages at termination (Cal. Lab. Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); (7) failure to indemnify expenditure (Cal. Lab. Code § 2802)s; and (8) violation of California’s Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq.* Except as set forth in Section 6.3 of this 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, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. On the date the Court enters Judgment, or after the resolution of any and all appeals if any Participating Class Members object to the proposed Settlement or the Judgment, all Aggrieved Employees will be barred from asserting PAGA claims released under the Settlement~~will be barred from asserting PAGA claims against Cal Tech Precision~~, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Cal Tech Precision or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees, whether they are Participating Class Members or Non-Participating Class Members, 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 or ~~or ascertained in the course of the Action~~, including any and all claims for: (1) violations of Labor Code § 2802 and applicable Wage Orders for failing to indemnify employees for expenditures; (2) violations of Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages; (3) violations of Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods; 4) Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods; (5) violations of Labor Code § 204 by failing to pay all earned wages two times per month; (6) violations of California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed; (7) violations of Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination; and (8) violations of Labor Code § 226 by failing to provide accurate itemized wage statements (the "PAGA Released Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Cal Tech Precision's records, are stated in the first page of this Notice. ~~If you wish to~~ You have until [date] to challenge the number of Workweeks and/or Pay Periods credited to you, you must submit the enclosed Workweek and/or Pay Period Dispute Form and send it to the Administrator by [date]. ~~If you wish the challenge the number of Workweeks~~ You can submit a Workweek and/or Pay Period Dispute Form your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Cal Tech Precision's calculation of Workweeks and/or Pay Periods based on Cal Tech Precision's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and Cal Tech Precision's records. ~~The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.~~ However, the Court ultimately will decide any resolved dispute in the event you and the Administrator are unable to resolve the dispute.

5. HOW WILL I GET PAID?

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

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

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

Submit ~~the enclosed Request for Exclusion Form to the Administrator if a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement.~~ The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign the Request for

~~Exclusion Form your request, identify the Action as *Javier Santiago v. Cal Tech Precision, Inc.*, and include the requested your identifying information. (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself.~~ If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Cal Tech Precision are asking the Court to approve. At least [insert] days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website **[need details]** or the Court's website **[need details]**.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Javier Santiago v. Cal Tech Precision, Inc.*, and include your name, current address, telephone number, and approximate dates of employment for Cal Tech Precision and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department CX-~~105-103~~ of the Orange County Superior Court, Civil Complex Center located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to

attend) either personally or virtually via Zoom (<https://www.occourts.org/media-relations/civil.html>). **[confirm]**. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Cal Tech Precision and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to **[specify whose]** website at [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://https://courtindex.occourts.org/>) and entering the Case Number for the Action, Case No. 30-2021-01195725-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office by calling (657) 622-8451.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

[Justin F. Marquez, Esq.](#)

Benjamin H. Haber, Esq.

[Arrash T. Fattahi](#)[Daniel J. Kramer, Esq.](#)

[Alan Wilcox, Esq.](#)

WILSHIRE LAW FIRM

3055 Wilshire Blvd., 12th Floor

Los Angeles, CA 90010

Telephone: (213) 784-3830

Facsimile: (213) 381-9989

justinbenjamin.haber@wilshirelawfirm.com

bhaber@daniel.kramer@wilshirelawfirm.com

afattahialan.wilcox@wilshirelawfirm.com

Settlement Administrator:

[Name of Company]

[Email Address]

[Mailing Address]

[Telephone]

[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

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

[4896-3568-5713, v. 1](#)

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EXHIBIT C

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

Javier Santiago v. Cal Tech Precision, Inc., Orange County Superior Court case no. 30-2021-01195725-CU-OE-CXC

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against defendant Cal Tech Precision, Inc. (defendant is referred to as “Cal Tech Precision”) for alleged wage and hour violations. The Action was filed by a former Cal Tech Precision employee, Javier Santiago (“Plaintiff”), and seeks payment of (1) back wages, civil penalties and other relief for a class of hourly-paid or non-exempt employees (“Class Members”) who worked for Cal Tech Precision in California during the Class Period (April 15, 2017 to August 22, 2022); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly-paid or non-exempt employees who worked for Cal Tech Precision in California during the PAGA Period (April 15, 2020 to August 22, 2022) (“Aggrieved Employees”).

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

Based on Cal Tech Precision’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. 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 Cal Tech Precision’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 Cal Tech Precision’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. Each pay period at Cal Tech Precision during the PAGA Period included two workweeks. If you believe that you worked more workweeks during the Class period, or more pay periods during the PAGA period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Cal Tech Precision to make payments under the Settlement and requires Class

Members and Aggrieved Employees to give up their rights to assert certain claims against Cal Tech Precision.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Cal Tech Precision.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by completing and submitting the enclosed Request for Exclusion Form to the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Cal Tech Precision. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Cal Tech Precision that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by completing and sending the enclosed Request for Exclusion Form to the Administrator. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Cal Tech Precision must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel

but not the PAGA Settlement Written Objections Must be Submitted by [date]	and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and PAGA Pay Periods you worked, according to Cal Tech Precision's records, is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by submitting the Workweek and Pay Period Dispute Form to the Administrator by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Cal Tech Precision employee. The Action accuses Cal Tech Precision of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, failing to reimburse expenditures, and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Benjamin H. Haber, Daniel J. Kramer, and Alan Wilcox of Wilshire Law Firm, PLC ("Class Counsel.")

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

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

So far, the Court has made no determination whether Cal Tech Precision or Plaintiff is correct on the merits. In the meantime, Plaintiff and Cal Tech Precision hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the

Agreement, Plaintiff and Cal Tech Precision have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Cal Tech Precision does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Cal Tech Precision has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Cal Tech Precision Will Pay \$350,000 as the Gross Settlement Amount (Gross Settlement). Cal Tech Precision has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$116,666.67 (33 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$15,000 to the Administrator for services administering the Settlement.
 - D. Up to \$10,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Cal Tech Precision are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages (“Wage Portion”) and 75% to penalties and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Cal Tech Precision will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization, Orange County Public Law Center, 601 W. Civic Center Dr., Santa Ana, CA 92701 (“Cy Pres Beneficiary”).
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator by completing and submitting the Request for Exclusion Form to the Administrator not later than [date] Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Cal Tech Precision.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Cal Tech Precision have agreed that, in either case, the Settlement will be void: Cal Tech Precision will not pay any money and Class Members will not release any claims against Cal Tech Precision.

8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. On the date the Court enters Judgment, or after the resolution of any and all appeals if any Participating Class Members object to the proposed Settlement or the Judgment, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Cal Tech Precision or related entities for claims based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including any and all claims for: (1) failure to pay minimum and straight time wages (Cal. Lab. Code §§ 204, 1194, 1194.2 and 1997); (2) failure to pay overtime wages (Cal. Lab. Code §§ 1194 and 1198); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Cal. Lab. Code § 226.7); (5) failure to timely pay final wages at termination (Cal. Lab. Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); (7) failure to indemnify expenditure (Cal. Lab. Code § 2802)s; and (8) violation of California’s Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq.* Except as set forth in Section 6.3 of this 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, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. On the date the Court enters Judgment, or after the resolution of any and all appeals if any Participating Class Members object to the proposed Settlement or the Judgment, all Aggrieved Employees will be barred from asserting PAGA claims released under the Settlement, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against

Cal Tech Precision or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees, whether they are Participating Class Members or Non-Participating Class Members, 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 or the PAGA Notice, including any and all claims for: (1) violations of Labor Code § 2802 and applicable Wage Orders for failing to indemnify employees for expenditures; (2) violations of Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages; (3) violations of Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods; (4) Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods; (5) violations of Labor Code § 204 by failing to pay all earned wages two times per month; (6) violations of California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed; (7) violations of Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination; and (8) violations of Labor Code § 226 by failing to provide accurate itemized wage statements (the "PAGA Released Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Cal Tech Precision's records, are stated in the first page of this Notice. If you wish to challenge the number of Workweeks and/or Pay Periods credited to you, you must submit the enclosed Workweek and/or Pay Period Dispute Form and send it to the Administrator by [date]. You can submit a Workweek and/or Pay Period Dispute Form via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Cal Tech Precision's calculation of Workweeks and/or Pay Periods based on Cal Tech Precision's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and Cal Tech Precision's records. However, the Court ultimately will decide any resolved dispute in the event you and the Administrator are unable to resolve the dispute.

5. HOW WILL I GET PAID?

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

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

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

Submit the enclosed Request for Exclusion Form to the Administrator if you do not want to participate in the Settlement. Be sure to personally sign the Request for Exclusion Form and include the requested identifying information. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Cal Tech Precision are asking the Court to approve. At least [insert] days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [need details] or the Court's website [need details].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Javier Santiago v. Cal Tech Precision, Inc.*, and include your name, current address, telephone number, and approximate dates of employment for Cal Tech Precision and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department CX-103 of the Orange County Superior Court, Civil Complex Center located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom (<https://www.occourts.org/media-relations/civil.html>). **[confirm]**. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [[www.etc.](#)] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Cal Tech Precision and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to **[specify whose]** website at [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://https://courtindex.occourts.org/>) and entering the Case Number for the Action, Case No. 30-2021-01195725-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office by calling (657) 622-8451.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Benjamin H. Haber, Esq.

Daniel J. Kramer, Esq.

Alan Wilcox, Esq.

WILSHIRE LAW FIRM

3055 Wilshire Blvd., 12th Floor

Los Angeles, CA 90010

Telephone: (213) 784-3830

Facsimile: (213) 381-9989

benjamin.haber@wilshirelawfirm.com

daniel.kramer@wilshirelawfirm.com

alan.wilcox@wilshirelawfirm.com

Settlement Administrator:

[Name of Company]

[Email Address]

[Mailing Address]

[Telephone]

[Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT D

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JAVIER SANTIAGO, individually, on
behalf of all others similarly situated;

Plaintiffs,

v.

CAL TECH PRECISION, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO.: 30-2021-01195725-CU-OE-CXC

**REQUEST TO BE EXCLUDED FROM
SETTLEMENT¹**

Assigned for all purposes:
Hon. David Hoffer

**ONLY COMPLETE THIS FORM IF YOU DO NOT WANT
TO RECEIVE MONEY FROM THE CLASS SETTLEMENT**

Name: _____

Address: _____

Telephone: _____

Last 4 Digits of SSN: _____

I wish to be excluded from the proposed class action portion of the Settlement of this case, Case No. 30-2021-01195725-CU-OE-CXC, currently pending in the Superior Court of the State of California, County of Orange. I understand that this opt-out does not exclude me from the PAGA portion of the proposed Settlement. I further understand by signing below I will not receive any payment from this Settlement as a Class Member and will not be releasing any claims involving the Release by Participating Class Members.

Dated: _____

(signature)

If you wish to be excluded from the class action portion of the Settlement, please complete and sign this Request for Exclusion form and mail it [insert administration information] no later than [DATE set by Court].

4897-3483-9633, v. 1

¹ DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A SETTLEMENT PAYMENT.

EXHIBIT E

WORKWEEK AND PAY PERIOD DISPUTE FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF ORANGE
CASE NO.: 30-2021-01195725-CU-OE-CXC

Indicate Name/Address Changes, if any:

<<Name>>

«Address»

<<City>>, <<State>> <<Zip Code>>

XX - XX - _ _ _ _

INSTRUCTIONS

IF YOU WERE EMPLOYED BY CAL TECH PRECISION, INC. (“CAL TECH PRECISION”) AS A NON-EXEMPT HOURLY EMPLOYEE, BETWEEN **APRIL 15, 2017 THROUGH AUGUST 22, 2022** THEN YOU ARE A SETTLEMENT CLASS MEMBER.

The amount of your estimated Settlement Payment is based upon (1) the Workweeks you worked for Cal Tech Precision in California between April 15, 2017 to August 22, 2022 (the “Class Period”), and (2) the Pay Periods you worked for Cal Tech Precision in California between April 15, 2020 to August 22, 2022 (the “PAGA Period”). “Workweeks” are defined as the number of weeks during the Class Period during which you worked for Cal Tech Precision for at least one day. “Pay Periods” are defined as the number of pay periods during the PAGA Period during which you worked for Cal Tech Precision for at least one day.

The number of Workweeks and Pay Periods applicable to your claim is set forth below. If you believe that the number of Workweeks and Pay Periods is incorrect, you may dispute the number of weeks by submitting a completed Dispute Form with supporting document on or before **<<NOTICE PERIOD DEADLINE>>**. **If you believe that the number of Workweeks and Pay Periods stated below is correct, you do not have to do anything.**

If you have moved or may move in the future, you must immediately send your new address to the Settlement Administrator at the address listed above; otherwise, your individual settlement payment may not reach you. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

I. COMPENSABLE WORKWEEKS AND ESTIMATED CLASS SETTLEMENT PAYMENT

Cal Tech Precision’s records show that during the Class Period (April 15, 2017 to August 22, 2022), you worked in California as an hourly-paid employee for Cal Tech Precision for a total number of Workweeks of: **<<NUMBER OF WORKWEEKS>>**. Based upon this number of Workweeks, your estimated pre-tax Individual Class Payment is **<<INSERT>>**.

II. COMPENSABLE PAY PERIODS AND ESTIMATED PAGA SETTLEMENT PAYMENT

Cal Tech Precision’s records show that during the PAGA Period (April 20, 2020 to August 22, 2022), you worked in California as an hourly-paid employee for Cal Tech Precision for a total number of Pay Periods of: **<<NUMBER OF PAY PERIODS>>**. Based upon this number of Pay Periods, your estimated pre-tax Individual PAGA Payment is **<<INSERT>>**.

III. CHALLENGE TO WORKWEEKS AND/OR PAY PERIODS

If you wish to dispute the eligible Workweeks and/or Pay Periods listed above, you must postmark your dispute and provide all supporting information and/or documentation to the Settlement Administrator by **<<NOTICE PERIOD DEADLINE>>**.

Check ONE or BOTH boxes below if you wish to dispute the Workweek and/or Pay Period numbers listed above:

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my work weeks is _____. I have also included information and/or documentary evidence that support my dispute (such as paystubs, time records, tax documents). I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Settlement Administrator.

☐ I wish to dispute the number of Pay Periods listed above. I believe the correct amount of my pay periods is _____. I have also included information and/or documentary evidence that support my dispute (such as paystubs, time records, tax documents). I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Settlement Administrator.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

Address: _____

Telephone: _____

MAIL TO:

[ADDRESS]

IF YOU ARE CONTESTING THE AMOUNT OF YOUR ELIGIBLE WORKWEEKS AND/OR PAY PERIODS, YOU MUST SIGN AND POSTMARK AND RETURN THIS FORM TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE «NOTICE PERIOD DEADLINE**».**

EXHIBIT F

WILSHIRE LAW FIRM, PLC

3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
Fax: (213) 381-9989
www.wilshirelawfirm.com



Bobby Saadian, Esq. JD/MBA

Colin M. Jones, Esq.
A. Ilyas Akbari, Esq.
Gail Richardson, Esq.
Justin F. Marquez, Esq.
Robert Dart, Esq.
Jon Teller, Esq.
Sutton A. Shapiro, Esq.
Daniel B. Miller, Esq.
Hazel Chang, Esq.

Daniel DeSantis, Esq.
Tae Kim, Esq.
Peter Cho, Esq.
Gregory Stuck, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.
Erik Harper, Esq.
Johnny Ogata, Esq.

April 15, 2021

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Cal Tech Precision, Inc.
1830 N. Lemon St.
Anaheim, CA 92801
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6272 9724 47

Guy W. Haarlammert
Agent for Service of Process for
Cal Tech Precision, Inc.
1830 N. Lemon St.
Anaheim, CA 92801
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6272 9724 30

Re: ***Javier Santiago v. Cal Tech Precision, Inc.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Javier Santiago (Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Cal Tech Precision, Inc. (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s Aggrieved Employees.

Plaintiff wishes to pursue this action on behalf of himself as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendant in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Plaintiff's Employment with Defendant

Defendant's own/owned and operate/operated an industry, business, and establishment within the State of California, including Orange County. As such, and based upon all the facts and circumstances incident to Defendant's business in California, Defendant is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Plaintiff Javier Santiago is a resident of Orange County, California who worked for Defendant in Anaheim, California as an hourly-paid, non-exempt employee from approximately January 2012 to approximately December 2020. During Plaintiff's employment for Defendant, Defendant paid Plaintiff an hourly wage and classified him as non-exempt from overtime. Defendant typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff mostly worked more than eight hours in a workday and more than forty (40) hours in a workweek. Throughout Plaintiff's employment, Defendant failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendant terminated his employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Reimburse and Indemnify Business Expenses

Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary expenses in the form of work-related tools and equipment. Defendant did not reimburse them for these expenses. As a result, Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

///

///

Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Defendant also regularly used a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendant’s operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendant frequently paid Plaintiff and the Aggrieved Employees less than all their recorded work time. Some of this unpaid work also should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Plaintiff and the Aggrieved Employees routinely worked through meal periods “off-the-clock,” and Defendant frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Much of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked. Defendant regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Defendant also never informed Plaintiff or the Aggrieved Employees their right to, nor permitted them to take, a second meal period when Plaintiff or the Aggrieved Employees worked at least ten hours of work in a workday. Accordingly, Defendant’s policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee’s work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California’s rest break laws.

Throughout the statutory period, Defendant have wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four

hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendant's policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep

time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their ending employment with Defendant. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate

until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendant failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 2802 and applicable Wage Orders for failing to indemnify employees for expenditures;
2. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
3. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
4. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
5. Labor Code § 204 by failing to pay all earned wages two times per month;
6. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination; and
8. Labor Code § 226 by failing to provide accurate itemized wage statements.

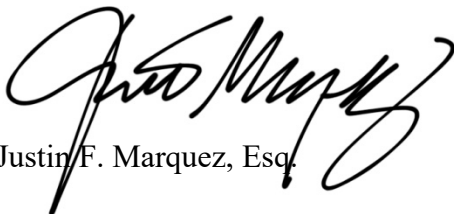
Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



Justin F. Marquez, Esq.



WILSHIRE LAW FIRM, PLC

3055 WILSHIRE BLVD. 12TH FLOOR

LOS ANGELES, CA 90010

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE



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Pitney Bowes

Guy W. Haarlammert
Agent for Service of Process for
Cal Tech Precision, Inc.
1830 N. Lemon St.
Anaheim, CA 92801



WILSHIRE LAW FIRM, PLC

3055 WILSHIRE BLVD. 12TH FLOOR

LOS ANGELES, CA 90010

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Anaheim, CA 92801

PROOF OF SERVICE

Santiago v. Cal Tech Precision, Inc., et al.
30-2021-01195725-CU-OE-CXC

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, California 90017. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On July 9, 2025, I served the foregoing **DECLARATION OF BENJAMIN H. HABER IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Damian M. Moos
dmoos@scopelitis.com
SCOPELITIS GARVIN LIGHT
HANSON & FEARY
2 N Lake Ave, Ste 560
Pasadena, CA 91101-1867
Telephone: (626) 795-4700
Facsimile: (626) 795-4790

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on July 9, 2025, at Los Angeles, California.



Rebecca Padilla